"INTERACTIVE AGENDA" Click on the agenda item in the index to the left for agenda item details.

OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

NOVEMBER 7, 2017
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:30 P.M.
AGENDA

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 6)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:30 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Proclamation recognizing the month of ***November 2017*** as ***National Homeless and Runaway Prevention Month***

CONSENT CALENDAR

1. **APPROVAL OF THE OCTOBER 17, 2017 REGULAR MEETING MINUTES OF THE OROVILLE CITY COUNCIL** – minutes attached

Public Works Department

2. PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION FOR FUNDING – staff report

The Council may consider approving by Resolution the submittal of the City's list of roads and streets prioritized for rehabilitation to the California Transportation Commission (CTC) for compliance with CTC guidelines. *(This list was submitted to the CTC by the required submittal deadline of October 16, 2017, after approval by the City Council at the October 3, 2017 Council meeting, however; the CTC requires a resolution approving the project list even though the list is non-binding and can be amended by City staff and Council. This resolution is necessary for the City to be eligible for additional transportation funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135)).* **(Mike Massaro, Contract City Engineer)**

Council Action Requested: **Adopt Resolution No. 8663 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AMENDING THE 2017-2018 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.**

Public Safety Department

3. AMENDMENT OF ORIGINAL AGREEMENT TO EXTEND THE TERM OF THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION – staff report

The Council may consider an Amendment to the Agreement with the California Department of Parks and Recreation, for extra patrols in the State Parks Recreation area in and around Oroville, extending the terms through December 31, 2018. *(Funding for these patrols is supplied through this agreement, in an amount not to exceed $180,000).* **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8664 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH DECEMBER 31, 2018.**

Finance Department

4. MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR JULY, AUGUST & SEPTEMBER 2017 – report attached

The Council will receive a copies of the July, August & September 2017 Monthly Financial Report and Report of Investments. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the July, August & September 2017 Monthly Financial Reports and Reports of Investments.**

Community Development Department

5. RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE – staff report

The Council will receive and update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1 ,2018. **(Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

6. REQUESTED PERMISSION BY STEEPLECHASE FILMS TO PUBLISH A PHOTO FROM CHINESE TEMPLE ARCHIVES – staff report

The Council may consider a request by Steeplechase Films to publish one (1) photo from the Chinese Temple archives in a PBS documentary broadcast of, "The Chinese Exclusion Act". **(Donald Rust, Director of Community Development and Dawn Nevers, Assistant Planner)**

Council Action Requested: **Acknowledge the approved request by Steeplechase Films to publish one (1) photo from the Chinese Temple archives in a PBS documentary broadcast of, "The Chinese Exclusion Act", with the required acknowledgements, as indicated in the November 7, 2017 staff report.**

7. OROVILLE ARTS COMMISSION ARTS AWARD RECOGNIZING "YOUR VOICE FOR THE ARTS" – staff report

The Council may consider approving the Oroville Arts Commission Art Award recognizing, "Your Voice for the Arts", an award that recognizes an artist who has positively impacted the community through the arts. **(Donald Rust, Director of Community Development and Dawn Nevers, Assistant Planner)**

Council Action Requested: **Approve the Oroville Arts Commission Arts Award recognizing, "Your Voice for the Arts," an award that recognizes an artist who has positively impacted the community through the arts.**

8. FINAL DRAFT NOTICE OF FUNDS AVAILABLE FOR ART IN PUBLIC PLACES/OROVILLE BEAUTIFICATION – staff report

The Council may consider approving the updated 2017 final draft of the Notice of Funds Available for the Art in Public Places/Beautification funding under City of Oroville Ordinance No. 1798, Section II, Chapter 26, §17.08.135. **(Donald Rust, Director of Community Development and Dawn Nevers, Assistant Planner)**

Council Action Requested: **Approve the updated 2017 final draft of the Notice of Funds Available for the Art in Public Places/Beautification funding under City of Oroville Ordinance No. 1798, Section II, Chapter 26, §17.08.135.**

<u>Business Assistance & Housing Development Department</u>

9. 2017 ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS – staff report

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of $7,500, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for three (3) multi-family rental housing projects. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Adopt Resolution No. 8665 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF $7,500, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS - (Agreement No. 3237).**

10. ACCEPTANCE OF 2016 HOUSING RELATED PARKS PROGRAM GRANT AND ESTABLISHMENT OF BUDGET – staff report

The Council may consider accepting the 2016 Housing Related Parks Program Grant No. 16-HRPP-11489 and establishing the budget, in the Amount of $117,458, for improvements to the Oroville Municipal

Auditorium. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Accept the 2016 Housing Related Parks Program Grant No. 16-HRPP-11489 and establishing the budget, in the amount of $117,458, for improvements to the Oroville Municipal Auditorium.**

Administration Department

11. REAPPOINTMENT TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES – staff report

The Council may consider reappointing Gordon Andoe to continue serving on the Butte County Mosquito and Vector Control Board of Trustees for an additional term, ending December 31, 2021. **(Jamie Hayes, Assistant City Clerk and Donald Rust, Acting City Administrator)**

Council Action Requested: **Reappoint Gordon Andoe to serve on the Butte County Mosquito and Vector Control District for an additional term, ending December 31, 2021.**

12. AMENDMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AGREEMENT REGARDING EMPLOYEES SHARING ADDITIONAL COST – staff report

The Council may consider an Ordinance to amend the California Public Employees Retirement System Agreement for employees sharing additional cost. **(Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Waive the second reading, and adopt by title only, Ordinance No. 1825 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

13. AMENDMENT TO THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION'S MEMORANDUM OF UNDERSTANDING – staff report ***(Continued from October 17, 2017)***

The Council may consider an Amendment to the Oroville Mid-Manager and Confidential Association's Memorandum of Understanding. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8660 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION - (Agreement No. 3083-4).**

PUBLIC HEARINGS

Business Assistance & Housing Development Department

14. 2017 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION – staff report

The Council will conduct a public hearing and may consider the submittal of an application to the State Department of Housing and Community Development for the 2017 Community Development Block Grant Program funding. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Adopt Resolution No. 8666 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2017 FUNDING YEAR OF THE STATE**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

REGULAR BUSINESS

Public Works Department

15. CONTRACT WITH FRANKLIN CONSRUCTION RELATING TO THE REGIONAL SURFACE TRANSPORTATION PROGRAM STREET REPLACEMENT PROJECT BID AWARD – staff report

The Council may consider awarding a Contract with the lowest responsive bidder, Franklin Construction, in the amount of $644,813, and an additional 10% contingency, relating to the Regional Surface Transportation Program (RSTP) Street Replacement Project. **(Mike Massaro, Contract City Engineer)**

Council Action Requested: **Adopt Resolution No. 8667 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH FRANKLIN CONSTRUCTION, THE LOWEST RESPONSIVE BIDDER, IN THE AMOUNT OF $644,813, AND ANADDITIONAL 10% CONTINGENCY, RELATING TO THE REGIONAL SURFACE TRANSPORTATION PROGRAM STREET REPLACEMENT PROJECT – (Agreement No. 3238).**

Community Development Department

16. REQUEST TO AMEND ORDINANCE NO. 1794 TO RESTRICT THE SALE OF MENTHOL CIGARETTES AND OTHER FLAVORED TOBACCO PRODUCTS WITHIN CITY LIMITS – staff report

The Council may consider a request from the California Health Collaborative for an amendment to Ordinance No. 1794 restricting the sale of menthol cigarettes and other flavored tobacco products within City limits. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

17. REQUEST FOR PROPOSALS FOR CONTRACT PLANNING SERVICES TO PROCESS THE RIO D' ORO SPECIFIC PLAN ANNEXATION PETITION – staff report

The Council may consider providing staff with direction to send a Request for Proposals for contract planning services to process the Rio d' Oro Specific Plan Annexation Petition. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

18. GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL – staff report

The Council may consider approving a Ground Lease Agreement with Modern Building, Inc. for the phased construction of 350,000 square feet of new building space for the expansion of Graphic Packaging International which will require 13.6 acres of airport property to be leased for a non-aeronautical use. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8668 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR USE OF AIRPORT PROPERTY FOR A NON-AERONAUTICAL USE RELATED TO THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL – (Agreement No. 3239).**

Public Safety Department

19. AUTHORIZATION FOR REPAIR OF PATROL VEHICLE AND ADMINISTRATION VEHICLE – staff report

The Council may consider authorizing the repair of two (2) Police vehicles. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Authorize the repair of both vehicles by Pioneer Collision Center, in an amount not to exceed $19,172.23.**

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

(A verbal report may be given regarding any committee meetings attended)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- American Planning Association California Conference: Capitalizing on Diversity - memo

CORRESPONDENCE

- Butte County Public Health Administration

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes**. Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following positions: Director of Finance, Assistant City Administrator and Director of Public Safety.

2. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to the Spillway Incident).

3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Acting City Administrator and City Attorney regarding potential exposure to litigation – two cases.

4. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association and Oroville Management and Confidential Association.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, November 21, 2017, at 5:30 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

CITY COUNCIL MEETING MINUTES
OCTOBER 17, 2017 – 5:30 P.M.

The agenda for the October 17, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, October 12, 2017, at 2:30 p.m.

The October 17, 2017 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:33 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Absent: None

Staff Present:

Donald Rust, Assistant City Administrator
Bill LaGrone, Director of Public Safety
Scott E. Huber, City Attorney
Amy Bergstrand, Management Analyst III
Liz Ehrenstrom, Human Resource Manager
Ruth Wright, Director of Finance
Jamie Hayes, Assistant City Clerk
Karolyn Fairbanks, Treasurer
Dawn Nevers, Assistant Planner

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Anastacia Snyder – Item No. 8
Ed Gredvig – Item No. 8
Cheri Bunker – Item No. 8

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Jesse & Kyle Brown with a New Business Recognition and "Welcome to Oroville" for The Exchange.

Mayor Dahlmeier presented a Proclamation to Dawn Nevers, City Assistant Planner and Julianna Roberts, Butte County Office of Education recognizing October 2017 as Healthy Afterschool Meals for Students Month.

Jeff Farrar and Sanjiv Chopra, Feather River 350, LLC, gave a Presentation regarding the development of the former WalMart site.

Vice Mayor Goodson gave a Presentation regarding Yuba City's 14 Forward Homeless Project, located in Marysville, California.

CONSENT CALENDAR

A motion was made by Vice Mayor Goodson, seconded by Council Member Thomson, to approve the following Consent Calendar, with exception to Items No. 2 and 5:

1. APPROVAL OF THE OCTOBER 3, 2017 REGULAR MEETING MINUTES OF THE OROVILLE CITY COUNCIL – minutes attached

Public Safety Department

2. REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE ABATEMENT TOWING

Finance Department

3. TRANSFER OF FUNDS TO THE SECTION 115 IRREVOCABLE TRUST ACCOUNT TO PRE-FUND PENSIONS – staff report

The Council considered the transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the first transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust.**

Business Assistance & Housing Development Department

4. COMMISSIONING FLIGHT INSPECTION OF THE PRECISION APPROACH PATH INDICATOR LIGHTNG AND RUNWAY END IDENTIFIER LIGHTS AT THE OROVILLE MUNICIPAL AIRPORT – staff report

The Council considered approving a non-federal reimbursable agreement, in the amount of $20,267.94, between the Department of Transportation Federal Aviation Administration and the City of Oroville for providing a commissioning flight inspection of the Precision Approach Path Indicator Lighting (PAPI) and Runway End Identifier Lights (REIL) that were installed on runways 02 and 20. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

Council Action Requested: **Adopt Resolution No. 8659 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMISSIONING FLIGHT INSPECTION AGREEMENT FOR THE PRECISION APPROACH PATH INDICATOR LIGHTING AND RUNWAY END INDENTIFIER LIGHTS ON RUNWAY 02 and 20 WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, IN THE AMOUNT OF $20,267.94 – (Agreement No. 3236).**

Administration Department

5. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

6. AMENDMENT TO THE OROVILLE FIRE FIGHTER'S ASSOCIATION MEMORANDUM OF UNDERSTANDING – staff report

The Council considered an Amendment to the Oroville Fire Fighter's Association Memorandum of Understanding. **(Donald Rust, Acting City Administrator and Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Adopt Resolution No. 8661 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION - (Agreement No. 1436-12).**

The motion to approve the Consent Calendar was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

ITEMS REMOVED FROM THE CONSENT CALENDAR

Public Safety Department

2. REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE ABATEMENT TOWING SERVICE - staff report

The Council considered releasing a Request for Proposals for Abandoned Vehicle Abatement towing services within the incorporated areas of the City of Oroville. **(Bill LaGrone, Director of Public Safety)**

This item was removed from the Consent Calendar at the request of Vice Mayor Goodson for further clarification.

Following discussion, a motion was made by Council Member Draper, seconded by Vice Mayor Goodson, to:

Authorize staff to release the Request for Proposals for Abandoned Vehicle Abatement Towing Services.

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

Administration Department

5. AMENDMENT TO THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION'S MEMORANDUM OF UNDERSTANDING – staff report

The Council considered an Amendment to the Oroville Mid-Manager and Confidential Association's Memorandum of Understanding. **(Donald Rust, Acting City Administrator)**

This item was removed from the Consent Calendar at the request of the Council for further review, therefore; no action was taken on the following:

Adopt Resolution No. 8660 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083-4).

PUBLIC HEARINGS

Administration Department

7. RESOLUTION OF INTENT AND ORDINANCE TO AMEND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AGREEMENT REGARDING EMPLOYEES SHARING ADDITIONAL COST – staff report

The Council conducted a public hearing and considered a Resolution of Intent and Ordinance to amend the California Public Employees Retirement System (CalPERS) Agreement for employees sharing additional cost. **(Liz Ehrenstrom, Human Resource Manager)**

Mayor Dahlmeier opened the Public Hearing. Hearing no comments or questions from the audience, Mayor Dahlmeier closed the Public Hearing.

A motion was made by Council Member Hatley, seconded by Vice Mayor Goodson, to:

1. **Adopt Resolution No. 8662 – A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC ENPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE RELATING TO EMPLOYEES SHARING ADDITIONAL COSTS.**

2. **Waive the first reading, and introduce by title only, Ordinance No. 1825 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

Business Assistance & Housing Development Department

8. 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION – staff report

The Council continued the public hearing from September 5th, 19th and October 3rd, 2017 and considered the submittal of 2017/18 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State. **(Amy Bergstrand, Management Analyst III)**

Council Member Del Rosario recused herself from this item due to potential conflicts of interest.

Mayor Dahlmeier opened the Public Hearing.

Anastacia Snyder, of Catalyst, Ed Gredvig, of the YMCA and Cheri Bunker made comments relating to the use of the potential 2017/18 Community Development Block Grant funding.

Hearing no further comments or questions from the audience, Mayor Dahlmeier closed the Public Hearing.

Following further discussion, a motion was made by Council Member Berry, seconded by Council Member Hatley, to:

Submit the 2017/2018 Community Development Block Grant Application with the following eligible activities:

- First Time Homebuyer - $1,000,000
- Code Enforcement - $500,000
- Supplemental Activity - Clearance of Slums and Blight - $6,000

The motion failed with the following vote:

Ayes:	Council Members Berry, Hatley
Noes:	Council Members Draper, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Abstain:	Council Member Del Rosario
Absent:	None

A motion was made by Vice Mayor Goodson, seconded by Council Member Draper, to:

Submit the 2017/2018 Community Development Block Grant Application with the following eligible activities:

- First Time Homebuyer - $1,000,000
- Code Enforcement - $300,000
- Catalyst Domestic Violence Services - $200,000
- Supplemental Activity - Clearance of Slums and Blight - $6,000

The motion was passed by the following vote:

Ayes:	Council Members Draper, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	Council Members Berry, Hatley
Abstain:	Council Member Del Rosario
Absent:	None

REGULAR BUSINESS - None

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

Vice Mayor Goodson reported her attendance to the following:

- Hmong New Year Festival
- Eagle Scout Court of Honor
- Tour of the Murals in Lincoln, CA

Council Member Thomson reported his attendance to the Supplemental Benefits Fund Steering Committee meeting.

Council Member Draper reported her attendance to the Supplemental Benefits Fund Steering Committee meeting and the City Housing Loan Advisory Committee meeting

Mayor Dahlmeier reported her attendance to the following:

- California Gardening Club District meeting
- Hmong New Year Festival
- Salmon Mural Painting Project at the Oroville Fish Hatchery

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Public Safety Department – activity report

Bill La Grone, Director of Public Safety, publicly thanked City Treasurer Karolyn Fairbanks, for accepting a 10% reduction in her stipend. In addition, Mr. LaGrone gave a brief report on the Fire Department's outside area support of regional fires.

Donald Rust, Acting City Administrator, reported that Carls Jr. would be holding a soft opening on October 18, 2017, and a Grand Opening on October 25, 2017. In addition, Mr. Rust advised the Council that he would be meeting with the Butte County Grand Jury on October 25, 2017.

CORRESPONDENCE - None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Council Member Del Rosario reported that the Volunteers in Police Services had donated 1,888 volunteer hours in 2017.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, and Oroville Management and Confidential Association.

2. Pursuant to Government Code section 54956.9(d)(4), the Council met with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).

3. Pursuant to Government Code section 54957 (b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the employment relating to the following position: Assistant Chief of Police.

4. Pursuant to Government Code section 54956.9(d)(2), the Council met with the Acting City Administrator and City Attorney regarding potential exposure to litigation – two cases.

Following Closed Session, Mayor Dahlmeier reported that direction had been given and no action had been taken.

ADJOURNMENT

The meeting was adjourned at 8:45p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 17, 2017, at 5:30 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **MIKE MASSARO, CONTRACT CITY ENGINEER**
PUBLIC WORKS DEPARTMENT

RE: **PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION FOR FUNDING**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider approving by Resolution the submittal of the City's list of roads and streets prioritized for rehabilitation to the California Transportation Commission (CTC) for compliance with CTC guidelines. *(This list was submitted to the CTC by the required submittal deadline of October 16, 2017, after approval by the City Council at the October 3, 2017 Council meeting, however; the CTC requires a resolution approving the project list even though the list is non-binding and can be amended by City staff and Council. This resolution is necessary for the City to be eligible for additional transportation funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135)).*

DISCUSSION

Initial unofficial estimated Maintenance of Effort (MOE) amounts of required annual general fund spending for receipt of funds under the Road Repair and Accountability Act of 2017 (SB1 Beall) are now available. The Road Repair and Accountability Act of 2017 (SB1 Beall) includes a substantial boost in Local Streets and Roads Funding over the Highway Users Tax Account allocations that cities and counties have been receiving. The Act establishes a new "Road Maintenance and Rehabilitation Account (RMRA) in the state treasury and allocates amounts to cities and counties from that account based on statutory formulas.

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than average of 2009–10, 2010–11, and 2011–12 years. In making this calculation certain one-time funds may be excluded. A city or county that fails to comply in a particular year may make it up with in additional expenditures in the following year.

The Act provides that the State Controller may perform audits to ensure compliance with these MOE rules. If the State Controller determines that a city or county has not met it's MOE, the agency will be required to reimburse the state for the funds it received during that fiscal year. However, a city or county that fails to comply in a particular fiscal year may expend during that fiscal year and the following fiscal year a total amount that is sufficient to comply. Any funds withheld or returned as a result of a failure to comply will be reapportioned to the other counties and cities whose expenditures are in compliance.

In order to maintain compliance with state requirements and assure that the City of Oroville continues to receive its share of funding, City Staff must submit our prioritized list of roads and streets for rehabilitation and repair. This list should be considered a DRAFT and is merely submitted at this time to meet state mandated deadlines. The CTC does not "approve" or "deny" project lists, they simply gather all of the cities project lists.

City Staff have affirmed that future road rehabilitation lists will be brought to the Planning Commission for comment and to the City Council for confirmation and approval. Therefore, the attached list of projects will be reviewed and revised going forward. The list provided to CTC can and will be updated in a few months with Planning Commission and City Council comments.

FISCAL IMPACT

No immediate impact to the City's local transportation fund or general fund. However, submittal of list to CTC will assure future allocations of funding from the State to the City for road repair and rehabilitation.

RECOMMENDATIONS

Adopt Resolution No. 8663 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AMENDING THE 2017-2018 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

ATTACHMENTS

A – Resolution No. 8663
B - Local Streets and Roads Forms List for CTC

CITY OF OROVILLE
RESOLUTION NO. 8663

A RESOLUTION OF THE OROVILLE CITY COUNCIL AMENDING THE 2017-2018 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City is aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated $101,679 in RMRA funding in Fiscal Year 2017-2018 from SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate two more roads in 2018, add active transportation infrastructure throughout the City this fiscal year and several more miles of similar projects into the future; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been deferring some road maintenance projects in the community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for interconnectivity, multimodal needs, and commerce; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oroville, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The City of Oroville Local Transportation Fund budget for fiscal year 2017-18 is amended to incorporate the following attached list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

3. The City of Oroville Local Transportation Fund budget for fiscal year 2017-18 is amended as follows: Special Gas Tax Balance 2017-2018: $101,679.00

PASSED AND ADOPTED by the City Council of the City of Oroville, this 7th day of November 2017, by the following vote:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

Part 1: General Information

Local Streets and Roads Program

*Agency Name: (Select from dropdown list)	LoCode:
Oroville	5142

*Agency Address:	*City:		*ZIP Code:
1735 Montgomery Street	Oroville	CA	95965

*Agency Contact:	*Agency Contact Title:
Michael Massaro	Contract City Engineer

*Agency Contact Phone No.: (i.e. 1234567890)	*Agency Contact Email Address:
(916) 549-6935	mmassaro@ben-en.com

Funding for Fiscal Year: FY 17/18

***Budget Support Documentation:?**

Please briefly describe the budget support documentation being provided.

Spreadsheet from Pavement Management System

Average Network PCI: _____ **Measurement Date:** (Month) _____ (Year) _____

Additional Information: ?

Project List is based on prior condition assessment and prioritization list from pavement management system.

Project Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, the Project Expenditure Report form that is due to the Commission by October 1st each year, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

* Required information

Part 2: Project Information

Local Streets and Roads Program

*** Required**

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)		Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list) ?				
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain) ?			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate	State Assembly	Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP01	5142	ORO DAM BL		Road Maintenance & Rehabilitation		repave - resurface	Highlands to Valley View Dr	12/2018	06/2019	5	15							
PP02	5142	ORANGE AV		Road Maintenance & Rehabilitation		repave - resurface	Long Bar	01/2018	06/2018	5	15							
PP03	5142	ORANGE AV		Road Maintenance & Rehabilitation		repave - resurface	Laurel Ave to Long Bar	01/2018	06/2018	5	15							
PP04	5142	ORANGE AV		Road Maintenance & Rehabilitation		repave - resurface	Felice Ct to Acacia Ave	01/2018	06/2018	5	15							
PP05	5142	ORANGE AV		Road Maintenance & Rehabilitation		repave - resurface	Long Bar	01/2018	06/2018	5	15							
PP06	5142	ORANGE AV		Road Maintenance & Rehabilitation		repave - resurface	Bridge St. to Linden Ave.	01/2018	06/2018	5	15							
PP07	5142	ORO QUINCY HY		Road Maintenance & Rehabilitation		repave - resurface	Myrtle Dr to Casa Loma Way	01/2019	12/2019	5	15							
PP08	5142	MONTGOMERY ST		Road Maintenance & Rehabilitation		repave - resurface	Washington Ave to Norton Ave	01/2020	12/2020	5	15							
PP09	5142	HIGHLANDS BL		Road Maintenance & Rehabilitation		repave - resurface	Rockridge Rd to Canyon Highlands Dr	01/2019	12/2019	5	15							
PP10	5142	FEATHER RIVER BL		Road Maintenance & Rehabilitation		repave - resurface	Pomona Ave to High St.	01/2021	12/2021	5	15							
PP11	5142	SPENCER AV		Road Maintenance & Rehabilitation		repave - resurface	Mitchell to Wilcox	01/2022	12/2022	5	15							
PP12	5142	BAGGETT MARYSVILLE RD		Road Maintenance & Rehabilitation		repave - resurface	Georgia Pacific Wy to City limits	01/2022	12/2022	5	15							
PP13	5142	VEATCH ST		Road Maintenance & Rehabilitation		repave - resurface	Oro Dam	01/2023	12/2023	5	15							
PP14	5142	5TH AV		Road Maintenance & Rehabilitation		repave - resurface	Georgia Pacific Wy to Simpco Lane	01/2023	12/2023	5	15							
PP15	5142	FEATHER RIVER BL		Road Maintenance & Rehabilitation		repave - resurface	Oro Dam Bl to Mitchell Ave	01/2024	12/2024	5	15							
PP16	5142	5TH AV		Road Maintenance & Rehabilitation		repave - resurface	High St. to Spruce St.	01/2024	12/2024	5	15							
PP17	5142	CHEROKEE RD		Road Maintenance & Rehabilitation		repave - resurface	la Colina Dr to city limits	01/2024	12/2024	5	15							
PP18	5142	CASEY CT		Road Maintenance & Rehabilitation		repave - resurface	Nelson Bl	01/2025	12/2025	5	15							
PP19	5142	LARKIN RD		Road Maintenance & Rehabilitation		repave - resurface	Mineral Way to Oro Dam Bl	01/2025	12/2025	5	15							
PP20	5142	GLEN DR		Road Maintenance & Rehabilitation		repave - resurface	Oro Dam Bl	01/2018	12/2018	5	15							
PP21	5142	WORTHY AV		Road Maintenance & Rehabilitation		repave - resurface	Grand Ave to end	01/2025	12/2025	5	15							
PP22	5142	MOONSHINE CT		Road Maintenance & Rehabilitation		repave - resurface	Butte Woods Dr	01/2026	12/2026	5	15							
PP23	5142	WOODCREST DR		Road Maintenance & Rehabilitation		repave - resurface	Oro Quincy Hwy	01/2026	12/2026	5	15							
PP24	5142	GLEN DR		Road Maintenance & Rehabilitation		repave - resurface	Glen Circle Dr to Glen view way	01/2018	12/2018	5	15							
PP25	5142	SPENCER AV		Road Maintenance & Rehabilitation		repave - resurface	Wyandotte Ave to Corto St	01/2027	12/2027	5	15							
PP26	5142	BAGGETT PALMERO RD		Road Maintenance & Rehabilitation		repave - resurface	Railroad Ave to Ophir Rd	01/2027	12/2027	5	15							
PP27	5142	FAY WY		Road Maintenance & Rehabilitation		repave - resurface	Olive Hwy to Fay Way	01/2027	12/2027	5	15							
PP28	5142	OAK PARK AV		Road Maintenance & Rehabilitation		repave - resurface	Acacia Ave to Valley View Dr.	01/2028	12/2028	5	15							
PP29	5142	STAUSS AV		Road Maintenance & Rehabilitation		repave - resurface	Stanford Ave to Canyon Highlands Dr	01/2028	12/2028	5	15							
PP30	5142	WHITCOMB AV		Road Maintenance & Rehabilitation		repave - resurface	Morningstar Ave to Worthy Ave	01/2028	12/2028	5	15							
PP31	5142	5TH AV		Road Maintenance & Rehabilitation		repave - resurface	Simpco Ln to Rainys Way	01/2023	12/2023	5	15							
PP32	5142	COVENTRY DR		Road Maintenance & Rehabilitation		repave - resurface	Rockridge Rd to Linda Dr	01/2028	12/2028	5	15							

Part 2: Project Information

Local Streets and Roads Program

*** Required**

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)		Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list) ?				
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain) ?			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate	State Assembly	Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP33	5142	OAK AV		Road Maintenance & Rehabilitation		repave - resurface	Oro Quincy Hwy to Pine Oaks Rd	01/2018	12/2018	5	15							
PP34	5142	SAFFORD ST		Road Maintenance & Rehabilitation		repave - resurface	Feather River Bl to 5th St	01/2029	12/2029	5	15							
PP35	5142	VALLEY VIEW DR		Road Maintenance & Rehabilitation		repave - resurface	Oro Dam Bl to Service St.	01/2029	12/2029	5	15							
PP36	5142	COARSE GOLD RD		Road Maintenance & Rehabilitation		repave - resurface	Sutter Mill Rd to Nelson Ave	01/2029	12/2029	5	15							
PP37	5142	MOURNING DOVE LN		Road Maintenance & Rehabilitation		repave - resurface	Coarse Gold Rd to Golden Eagle Rd	01/2029	12/2029	5	15							
PP38	5142	BUTTE WOODS DR		Road Maintenance & Rehabilitation		repave - resurface	End to Pleasant Oak Ln	01/2029	12/2029	5	15							
PP39	5142	GOLDEN EAGLE RD		Road Maintenance & Rehabilitation		repave - resurface	Sutter Mill Rd	01/2029	12/2029	5	15							
PP40	5142																	
PP41	5142																	
PP42	5142																	
PP43	5142																	
PP44	5142																	
PP45	5142																	
PP46	5142																	
PP47	5142																	
PP48	5142																	
PP49	5142																	
PP50	5142																	

Local Streets and Roads Program

Agency Name:		Agency Contact:
Oroville		Michael Massaro
		(916) 549-6935
LoCode:	5142	mmassaro@ben-en.com

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	ORO DAM BL	repave - resurface	Highlands to Valley View Dr	12/2018	06/2019	5	15
PP02	ORANGE AV	repave - resurface	Long Bar	01/2018	06/2018	5	15
PP03	ORANGE AV	repave - resurface	Laurel Ave to Long Bar	01/2018	06/2018	5	15
PP04	ORANGE AV	repave - resurface	Felice Ct to Acacia Ave	01/2018	06/2018	5	15
PP05	ORANGE AV	repave - resurface	Long Bar	01/2018	06/2018	5	15
PP06	ORANGE AV	repave - resurface	Bridge St. to Linden Ave.	01/2018	06/2018	5	15
PP07	ORO QUINCY HY	repave - resurface	Myrtle Dr to Casa Loma Way	01/2019	12/2019	5	15
PP08	MONTGOMERY ST	repave - resurface	Washington Ave to Norton Ave	01/2020	12/2020	5	15
PP09	HIGHLANDS BL	repave - resurface	Rockridge Rd to Canyon Highlands Dr	01/2019	12/2019	5	15
PP10	FEATHER RIVER BL	repave - resurface	Pomona Ave to High St.	01/2021	12/2021	5	15
PP11	SPENCER AV	repave - resurface	Mitchell to Wilcox	01/2022	12/2022	5	15
PP12	BAGGETT MARYSVILLE RD	repave - resurface	Georgia Pacific Wy to City limits	01/2022	12/2022	5	15
PP13	VEATCH ST	repave - resurface	Oro Dam	01/2023	12/2023	5	15
PP14	5TH AV	repave - resurface	Georgia Pacific Wy to Simpco Lane	01/2023	12/2023	5	15
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PP16	5TH AV	repave - resurface	High St. to Spruce St.	01/2024	12/2024	5	15
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PP19	LARKIN RD	repave - resurface	Mineral Way to Oro Dam Bl	01/2025	12/2025	5	15
PP20	GLEN DR	repave - resurface	Oro Dam Bl	01/2018	12/2018	5	15
PP21	WORTHY AV	repave - resurface	Grand Ave to end	01/2025	12/2025	5	15
PP22	MOONSHINE CT	repave - resurface	Butte Woods Dr	01/2026	12/2026	5	15
PP23	WOODCREST DR	repave - resurface	Oro Quincy Hwy	01/2026	12/2026	5	15

Local Streets and Roads Program

Agency Name:		Agency Contact:
Oroville		Michael Massaro
		(916) 549-6935
LoCode:	5142	mmassaro@ben-en.com

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP24	GLEN DR	repave - resurface	Glen Circle Dr to Glen view way	01/2018	12/2018	5	15
PP25	SPENCER AV	repave - resurface	Wyandotte Ave to Corto St	01/2027	12/2027	5	15
PP26	BAGGETT PALMERO RD	repave - resurface	Railroad Ave to Ophir Rd	01/2027	12/2027	5	15
PP27	FAY WY	repave - resurface	Olive Hwy to Fay Way	01/2027	12/2027	5	15
PP28	OAK PARK AV	repave - resurface	Acacia Ave to Valley View Dr.	01/2028	12/2028	5	15
PP29	STAUSS AV	repave - resurface	Stanford Ave to Canyon Highlands Dr	01/2028	12/2028	5	15
PP30	WHITCOMB AV	repave - resurface	Morningstar Ave to Worthy Ave	01/2028	12/2028	5	15
PP31	5TH AV	repave - resurface	Simpco Ln to Rainys Way	01/2023	12/2023	5	15
PP32	COVENTRY DR	repave - resurface	Rockridge Rd to Linda Dr	01/2028	12/2028	5	15
PP33	OAK AV	repave - resurface	Oro Quincy Hwy to Pine Oaks Rd	01/2018	12/2018	5	15
PP34	SAFFORD ST	repave - resurface	Feather River Bl to 5th St	01/2029	12/2029	5	15
PP35	VALLEY VIEW DR	repave - resurface	Oro Dam Bl to Service St.	01/2029	12/2029	5	15
PP36	COARSE GOLD RD	repave - resurface	Sutter Mill Rd to Nelson Ave	01/2029	12/2029	5	15
PP37	MOURNING DOVE LN	repave - resurface	Coarse Gold Rd to Golden Eagle Rd	01/2029	12/2029	5	15
PP38	BUTTE WOODS DR	repave - resurface	End to Pleasant Oak Ln	01/2029	12/2029	5	15
PP39	GOLDEN EAGLE RD	repave - resurface	Sutter Mill Rd	01/2029	12/2029	5	15
PP40							
PP41							
PP42							
PP43							
PP44							
PP45							
PP46							

Local Streets and Roads Program

Agency Name:		Agency Contact:
Oroville		Michael Massaro
		(916) 549-6935
LoCode:	5142	mmassaro@ben-en.com

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP47							
PP48							
PP49							
PP50							

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **BILL LAGRONE, PUBLIC SAFETY DIRECTOR**
PUBLIC SAFETY DEPARTMENT

RE: **AMENDMENT OF ORIGINAL AGREEMENT TO EXTEND THE TERM OF THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider an Amendment to the Agreement with the California Department of Parks and Recreation, for extra patrols in the State Parks Recreation area in and around Oroville, extending the terms through December 31, 2018. *(Funding for these patrols is supplied through this Agreement, in an amount not to exceed $180,000).*

DISCUSSION

The Oroville Police Department (OPD) have been assisting the local California State Parks Department with extra duty patrols in and around the State Parks Recreation areas. There is a much greater than normal need for these patrols this year due to the Spillway incident. For the necessary repairs to the Spillway to be completed on time for next year's rainy season it is essential that on lookers be kept out of the area. Work cannot be interrupted on a regular basis due to an individual satisfying their personal curiosity.

State Parks and Oroville Police share a common area as the trail system passes through the City. This type of partnership will strength our relationship and expand our understanding of policing of a trail system. Staff believes this is an excellent opportunity to learn and partner with our neighbor.

This Agreement is 100% funded by State Parks. State Parks not only has provided funding for the Officers salary and benefits, but has also provided funding to cover the overhead associated with each Officer. This Agreement is funded on an hour for hour basis, in an amount not to exceed $180,000.

The original terms of the Agreement are stated as:

> *"Provide extra patrols in the Lake Oroville Sector due to the Spillway emergency Contractor agrees to provide all labor, material, tools, equipment and incidentals necessary to provide Law Enforcement Services."*
>
> NEW TERM: **Term of Agreement Extended from 6/29/2017 thru 12/31/2018**

There are no other changes to this Agreement.

Currently, the Oroville Police Department (OPD) has expended $29,703.94 in overtime expense related to this Agreement. OPD has billed the Department of Parks and Recreation $56,509.66. The City of Oroville has realized $26,805.72 in earnings from this Agreement, less overhead.

This Agreement was signed and submitted for approval to the State, in April. The only way the State would consider the contract was to have a signature from the vendor (Oroville).

FISCAL IMPACT

The Agreement will provide additional funding to the General Fund. The amount will be based upon the total number of hours worked by OPD Officers.

RECOMMENDATIONS

Adopt Resolution No. 8664 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH DECEMBER 31, 2018.

ATTACHMENTS

A - Resolution No. 8664
B – Standard Agreement Amendment

CITY OF OROVILLE
RESOLUTION NO. 8664

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH DECEMBER 31, 2018

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Director of Public Safety is authorized and directed to execute, on behalf of Oroville City Council, the Amendment to the Extra Duty Agreement with the California Department of Parks and Recreation. A copy of the Amendment is hereby attached to this Resolution.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213A (Rev 06/03)(CA ST PKS, EXCEL 10/22/2009)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
C1638023	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Parks & Recreation

CONTRACTOR'S NAME

City of Oroville Public Safety

2. The term of this Agreement is 6/29/2017 thru 12/31/2018

3. The maximum amount of this Agreement after this amendment is: $ One hundred, eighty thousand, dollars and no cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amending for time only, extending term of the contract through December 31, 2018.
All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* City of Oroville Public Safety		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Bill Lagrone, Director of Public Safety		
ADDRESS 2055 Lincoln Street Oroville, CA 95966		
STATE OF CALIFORNIA		
AGENCY NAME Department of Parks & Recreation		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Crystal Simpson SSMII		☐ Exempt per:
ADDRESS Bussiness Management Services P.O. Box 942896, Sacramento, CA 94296		

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN.SER. ☐ CONTROLLER ☐ ACCOUNTING SVS. ☐

CITY OF OROVILLE

FINANCE DEPARTMENT

JULY 2017

SUMMARY OF INVESTMENT REPORT

MONTHLY REVENUE & EXPENSE REPORTS

CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY

MONTHLY SUMMARY OF INVESTMENTS

JULY 2017

CERTIFICATION:

I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

Ruth Wright, Director of Finance	10/17/17 Date
Don Rust, Assistant City Administrator	10.17.17 Date
Karolyn J. Fairbanks, City Treasurer	10-17-17 Date

October 13, 2017

City of Oroville

July 2017 Investment Report

City of Oroville **Investment Portfolio Report**				
Summary of Investments				
	Yield	*Jun-17*	Yield	*Jul-17*
Local Agency Investment Fund (LAIF)	0.978%	**28,743,708**	1.051%	**27,600,933**
Bank of the West Operating Account	0.000%	**1,937,560**	0.000%	**1,497,691**
Bank of the West HRA Account	0.000%	**1,403**	0.000%	**872**
Total Pooled Investments		**30,682,671**		**29,099,496**
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			*Market Value*
Bank of the West Certificates of Deposit (BMWG)	1.050%			**199,986**
Bank of the West Certificates of Deposit (GS)	1.050%			**199,756**
Bank of the West Certificates of Deposit (GMATBK)	1.050%			**199,750**
Bank of the West Certificates of Deposit (KEY 1)	1.000%			**199,758**
Bank of the West Certificates of Deposit (MOCIBK)	1.050%			**199,572**
Total Investments Held in Trust				**998,822**

CITY OF OROVILLE

FINANCE DEPARTMENT

AUGUST 2017

SUMMARY OF INVESTMENT REPORT

MONTHLY REVENUE & EXPENSE REPORTS

CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY

MONTHLY SUMMARY OF INVESTMENTS

AUGUST 2017

CERTIFICATION:

I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

Ruth Wright, Director of Finance	10/17/17 Date
Don Rust, Assistant City Administrator	10.17.17 Date
Karolyn J. Fairbanks, City Treasurer	10-17-17 Date

October 13, 2017

City of Oroville

August 2017 Investment Report

City of Oroville **Investment Portfolio Report**				
Summary of Investments				
	Yield	*Jul-17*	Yield	*Aug-17*
Local Agency Investment Fund (LAIF)	1.051%	**27,600,933**	1.084%	**26,100,933**
Bank of the West Operating Account	0.000%	**1,497,691**	0.000%	**1,816,498**
Bank of the West HRA Account	0.000%	**872**	0.000%	**341**
Total Pooled Investments		**29,099,496**		**27,917,772**
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			*Market Value*
Bank of the West Certificates of Deposit (BMWG)	1.050%			**200,044**
Bank of the West Certificates of Deposit (GS)	1.050%			**199,826**
Bank of the West Certificates of Deposit (GMATBK)	1.050%			**199,818**
Bank of the West Certificates of Deposit (KEY 1)	1.000%			**199,822**
Bank of the West Certificates of Deposit (MOCIBK)	1.050%			**199,494**
Total Investments Held in Trust				**999,004**

CITY OF OROVILLE

FINANCE DEPARTMENT

SEPTEMBER 2017

SUMMARY OF INVESTMENT REPORT

MONTHLY REVENUE & EXPENSE REPORTS

CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY

MONTHLY SUMMARY OF INVESTMENTS

SEPTEMBER 2017

CERTIFICATION:

I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

Ruth Wright, Director of Finance	10/17/17 Date
Don Rust, Assistant City Administrator	10.17.17 Date
Karolyn J. Fairbanks, City Treasurer	10-17-17 Date

October 13, 2017

City of Oroville

September 2017 Investment Report

City of Oroville **Investment Portfolio Report**				
Summary of Investments				
	Yield	*Aug-17*	Yield	*Sep-17*
Local Agency Investment Fund (LAIF)	1.084%	**26,100,933**	1.111%	**24,800,933**
Bank of the West Operating Account	0.000%	**1,816,498**	0.000%	**1,415,025**
Bank of the West HRA Account	0.000%	**341**	0.000%	**319**
Total Pooled Investments		**27,917,772**		**26,216,277**
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			*Market Value*
Bank of the West Certificates of Deposit (BMWG)	1.050%			**200,072**
Bank of the West Certificates of Deposit (GS)	1.050%			**199,898**
Bank of the West Certificates of Deposit (GMATBK)	1.050%			**199,892**
Bank of the West Certificates of Deposit (KEY 1)	1.000%			**199,896**
Bank of the West Certificates of Deposit (MOCIBK)	1.050%			**199,562**
Total Investments Held in Trust				**999,320**

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DONALD RUST, DIRECTOR (530) 538-2433**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2018.

DISCUSSION

The intent of this Staff Report is to inform the Council of a rate increase that will become effective January 1, 2018. Recology, the City's contractor for the collection and disposal of solid waste, has submitted to the City pursuant to Section 6.1 of the Franchise Agreement between the City and Recology, their proposed rate increase for solid waste collection services effective January 1, 2018. In 1993, the City entered into a franchise agreement (Agreement No. 474) with what is now Recology, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits, which has been subsequently amended five times.

Section 6.1 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index (CPI) for all urban consumers and shall be adjusted each year to reflect the yearly changes, if any, in the cost of living as shown in the CPI for all urban consumers. These increases are to be in addition to any other increases that may be allowed by the Agreement. Additionally, Section 6.2 specifies that in addition to the cost of living increases in Section 6.1, Recology shall be entitled to pass through to customers any increases incurred by increases in fees at the Neal Road Landfill, or caused by acts of any governmental body. Section 6 of the Agreement specifies that rates and increases, with the exception of the increases in Section 6.1 and 6.2 as identified herein, may not be altered without a Council action.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None. For informational purposes only.

ATTACHMENTS

A – Recology Rate Increase Package for 2018
B – Consumer Price Indexes Pacific Cities and U.S. City Average (August 2017)

Recology
Butte Colusa Counties
WASTE ZERO

September 26, 2017

Donald Rust
Public Works Director
Oroville City Hall
1735 Montgomery St
Oroville, CA 95965

RE: Rate Application City of Oroville 2018

Dear Donald Rust,

First, I would like to introduce myself, Sal Coniglio has been promoted to Group Manager and I have replaced him as General Manager Recology Butte Colusa. If you are available I would like to stop by and spend a few minutes discussing collection operations in Oroville. I look forward to working with you on our partnership with the City.

Enclosed you will find a copy of our 2018 Rate Application. Please feel free to reach out to me directly if you have any questions regarding the application.

Sincerely,

Daniel P. Shea
General Manager

P.O. Box 1512 Oroville, CA 95965 T: 530.533.4783 www.recologybuttecolusa.com
Proud to be employee owned

Consumer Price Index
All Urban Consumers
U. S. City Average
Applicable to City of Oroville

Applies to Rate Year Beginning	Index Date (Month of:)	U.S. City Average Index	U.S. City Average Per Cent Change
January 1, 2018	**August 2017**	**245.519**	
January 1, 2017	August 2016	240.853	
Index Increase: August 2016 to August 2017		**4.666**	1.9373%
	Rounded to 4 decimal places		**1.940%**

CITY OF OROVILLE
RATE YEAR 2018
For Rates in Effect from January 01, 2018 to December 31, 2018

Cost Factors & Components

Increase Components

Factor	Year Current	Year Prior
Cost of Living	**1.94%**	0.00%
Other	0.00%	0.00%
Other	0.00%	0.00%
Total Increase	**1.94%**	0.00%

Landfill / Disposal Component

New Landfill Rate Component	**$40.67**	**per ton**
Old Landfill Rate Component	$39.85	
Landfill Increase		
$	$0.82	per ton
%	2.06%	

Franchise Fee

Actual	10.00%
Calc Factor	10.00%

Densities & Weights

	Old Lbs.	Old Lbs/Cu Yd	New Lbs.	New Lbs/Cu Yd
Residential				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Cans & Carts				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Bins				
Regular Service Bin		150		150
Single Service / Pull Bin		500		500
Debris Box & Roll Off				
Box - General MSW		275		275
C & D		300		300
Wood		345		345
Compactors				
Box - General MSW		600		600

Gate Rates - Transfer Station Increase 1.94%

Fixed Amount Increases

Base Rate	Increase	Total Rate
Current	0.00	$0.00 /HH/Mo
Effective 5/1/04	0.00	0.00 /HH/Mo
Effective 1/1/05	0.00	0.00 /HH/Mo

Curbside Recycling	Increase	Total Rate
Effective 1/1/04	$0.00	$0.00 /HH/Mo
Effective 5/1/04	0.85	0.85 /HH/Mo
Effective 1/1/05	0.87	1.72 /HH/Mo
Effective 1/1/06	0.87	2.59 /HH/Mo

Increase By Biz. Unit Component

Residential	
Basic Service	1.94%
Disposal	2.06%
Recycling (All)	1.94%
HHaz Waste	1.94%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Senior Citizen Discount	0.00%
Other	0.00%
Commercial	
Basic Service	1.94%
Disposal	2.06%
Recycling (All)	1.94%
HHaz Waste	1.94%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%
Debris Box	
Basic Service	1.94%
Disposal	2.06%
Recycling (All)	1.94%
HHaz Waste	1.94%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%
Compactors	
Basic Service	1.94%
Disposal	2.06%
Recycling (All)	1.94%
HHaz Waste	1.94%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%
Public Dumping Rates	
Basic Service	1.94%
Disposal	2.06%
Recycling (All)	1.94%
HHaz Waste	1.94%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Current Rates
January 01, 2017
December 31, 2017

New Rates
January 01, 2018
December 31, 2018

City of Oroville
Residential Rates

CURRENT RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	**Total Charge**
1 x 32 - gallon can	$13.14	$3.22	$0.00	$2.42	$18.78	$2.16	$0.45	$0.25	$0.00	$21.64
2 x 32 - gallon can	18.66	3.22	0.00	4.84	26.72	3.05	0.45	0.25	0.00	30.47
3 x 32 - gallon can	21.95	3.22	0.00	7.26	32.43	3.68	0.45	0.25	0.00	36.81
1 x 64 -gallon cart	16.47	3.22	0.00	5.61	25.30	2.89	0.45	0.25	0.00	28.89
1 x 96 -gallon cart	17.33	3.22	0.00	6.48	27.03	3.08	0.45	0.25	0.00	30.81
1 Additional Can w/ 96-gal Cart	6.01			2.42	8.43	0.94	-	-	0.00	9.37
Back Yard Service	7.12			-	7.12	0.79	-	-	0.00	7.91
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)	-	-	0.00	(1.06)

PROPOSED RATES - EFFECTIVE January 01, 2018
RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	**Total Charge**
1 x 32 - gallon can	$13.39	$3.28	$0.00	$2.47	$19.14	$2.21	$0.46	$0.25	$0.00	**$22.06**
2 x 32 - gallon can	19.02	3.28	0.00	4.94	27.24	3.11	0.46	0.25	0.00	**31.06**
3 x 32 - gallon can	22.38	3.28	0.00	7.41	33.07	3.75	0.46	0.25	0.00	**37.53**
1 x 64 -gallon cart	16.79	3.28	0.00	5.73	25.80	2.95	0.46	0.25	0.00	**29.46**
1 x 96 -gallon cart	17.67	3.28	0.00	6.61	27.56	3.14	0.46	0.25	0.00	**31.41**
1 Additional Can w/ 96-gal Cart	6.13			2.47	8.60	0.96			0.00	**9.56**
Back Yard Service	7.26			-	7.26	0.81			0.00	**8.07**
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)			0.00	**(1.06)**

City of Oroville
Commercial Can & Cart Rates

CURRENT COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	**Total Charge**
1 x 32 - gallon can	$13.15	$2.42	$15.57	$1.76	$0.00	$0.25	$0.00	$17.58
2 x 32 - gallon can	18.68	4.84	23.52	2.64	0.00	0.25	0.00	26.41
3 x 32 - gallon can	21.96	7.26	29.22	3.27	0.00	0.25	0.00	32.74
1 x 64 -gallon cart	16.48	5.61	22.09	2.48	0.00	0.25	0.00	24.82
1 x 96 -gallon cart	17.35	6.48	23.83	2.68	0.00	0.25	0.00	26.76
1 Additional Can w/ 96-gal Cart	6.01	2.42	8.43	0.94			0.00	9.37

PROPOSED RATES - EFFECTIVE January 01, 2018
COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	**Total Charge**
1 x 32 - gallon can	$13.41	$2.47	$15.88	$1.79	$0.00	$0.25	$0.00	**$17.92**
2 x 32 - gallon can	19.04	4.94	23.98	2.69	0.00	0.25	0.00	**26.92**
3 x 32 - gallon can	22.39	7.41	29.80	3.34	0.00	0.25	0.00	**33.39**
1 x 64 -gallon cart	16.80	5.73	22.53	2.53	0.00	0.25	0.00	**25.31**
1 x 96 -gallon cart	17.69	6.61	24.30	2.73	0.00	0.25	0.00	**27.28**
1 Additional Can w/ 96-gal Cart	6.13	2.47	8.60	0.96			0.00	**9.56**

City of Oroville
Commercial Bin Rates

CURRENT
COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week) 1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	$85.28	$158.02	$230.78	$303.48	$376.23	$490.47
Disposal	12.95	25.90	38.85	51.81	64.76	77.71
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$98.23	$183.92	$269.63	$355.29	$440.99	$568.18
Franchise Fee	10.91	20.44	29.96	39.48	49.00	63.13
TOTAL	$109.14	$204.36	$299.59	$394.77	$489.99	$631.31
1.5 Cu Yd						
Base Rate	$103.51					
Disposal	19.43					
Other	0.00					
Sub Total	$122.94					
Franchise Fee	13.66					
TOTAL	$136.60					
2.0 Cu Yd						
Base Rate	$122.43	$220.41	$318.40	$416.39	$514.43	$671.87
Disposal	25.90	51.81	77.71	103.61	129.51	155.42
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$148.33	$272.22	$396.11	$520.00	$643.94	$827.29
Franchise Fee	16.48	30.25	44.01	57.78	71.55	91.92
TOTAL	$164.81	$302.47	$440.12	$577.78	$715.49	$919.21
3.0 Cu Yd						
Base Rate	$159.54	$282.83	$406.08	$529.39	$652.65	$853.05
Disposal	38.85	77.71	116.56	155.42	194.27	233.12
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$198.39	$360.54	$522.64	$684.81	$846.92	$1,086.17
Franchise Fee	22.04	40.06	58.07	76.09	94.10	120.69
TOTAL	$220.43	$400.60	$580.71	$760.90	$941.02	$1,206.86
4.0 Cu Yd						
Base Rate	$196.69	$345.23	$493.78	$642.30	$790.81	$1,034.31
Disposal	51.81	103.61	155.42	207.22	259.03	310.83
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$248.50	$448.84	$649.20	$849.52	$1,049.84	$1,345.14
Franchise Fee	27.61	49.87	72.13	94.39	116.65	149.46
TOTAL	$276.11	$498.71	$721.33	$943.91	$1,166.49	$1,494.60
6.0 Cu Yd						
Base Rate	$271.01	$470.03	$669.13	$868.19	$1,067.65	$1,396.83
Disposal	77.71	155.42	233.12	310.83	388.54	466.25
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$348.72	$625.45	$902.25	$1,179.02	$1,456.19	$1,863.08
Franchise Fee	38.75	69.49	100.25	131.00	161.80	207.01
TOTAL	$387.47	$694.94	$1,002.50	$1,310.02	$1,617.99	$2,070.09

City of Oroville
Commercial Bin Rates

RATES EFFECTIVE January 01, 2018
COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week) 1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	$86.93	$161.09	$235.26	$309.37	$383.53	$499.99
Disposal	13.22	26.44	39.65	52.87	66.09	79.31
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$100.15	$187.53	$274.91	$362.24	$449.62	$579.30
Franchise Fee	11.13	20.84	30.55	40.25	49.96	64.37
TOTAL	$111.28	$208.37	$305.46	$402.49	$499.58	$643.67
1.5 Cu Yd						
Base Rate	$105.52					
Disposal	19.83					
Other	0.00					
Sub Total	$125.35					
Franchise Fee	13.93					
TOTAL	$139.28					
2.0 Cu Yd						
Base Rate	$124.81	$224.69	$324.58	$424.47	$524.41	$684.90
Disposal	26.44	52.87	79.31	105.74	132.18	158.61
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$151.25	$277.56	$403.89	$530.21	$656.59	$843.51
Franchise Fee	16.81	30.84	44.88	58.91	72.95	93.72
TOTAL	$168.06	$308.40	$448.77	$589.12	$729.54	$937.23
3.0 Cu Yd						
Base Rate	$162.64	$288.32	$413.96	$539.66	$665.31	$869.60
Disposal	39.65	79.31	118.96	158.61	198.27	237.92
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$202.29	$367.63	$532.92	$698.27	$863.58	$1,107.52
Franchise Fee	22.48	40.85	59.21	77.59	95.95	123.06
TOTAL	$224.77	$408.48	$592.13	$775.86	$959.53	$1,230.58
4.0 Cu Yd						
Base Rate	$200.51	$351.93	$503.36	$654.76	$806.15	$1,054.38
Disposal	52.87	105.74	158.61	211.48	264.36	317.23
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$253.38	$457.67	$661.97	$866.24	$1,070.51	$1,371.61
Franchise Fee	28.15	50.85	73.55	96.25	118.95	152.40
TOTAL	$281.53	$508.52	$735.52	$962.49	$1,189.46	$1,524.01
6.0 Cu Yd						
Base Rate	$276.27	$479.15	$682.11	$885.03	$1,088.36	$1,423.93
Disposal	79.31	158.61	237.92	317.23	396.53	475.84
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	$355.58	$637.76	$920.03	$1,202.26	$1,484.89	$1,899.77
Franchise Fee	39.51	70.86	102.23	133.58	164.99	211.09
TOTAL	$395.09	$708.62	$1,022.26	$1,335.84	$1,649.88	$2,110.86

City of Oroville
Commercial Bin Rates, viz.:
Extra Pickup Rates

CURRENT EXTRA PICKUP RATES

Container Size	Charge per Pickup							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Rate**
1.0 Cubic Yard Bin	$20.27	$9.96	$30.23	$3.36	$0.00	$0.00	$0.00	$33.59
1.5 Cubic Yard Bin	22.07	$14.94	37.01	4.11	0.00	0.00	0.00	$41.12
2.0 Cubic Yard Bin	25.03	$19.93	44.96	5.00	0.00	0.00	0.00	$49.96
3.0 Cubic Yard Bin	30.80	$29.89	60.69	6.74	0.00	0.00	0.00	$67.43
4.0 Cubic Yard Bin	36.55	$39.85	76.40	8.49	0.00	0.00	0.00	$84.89
6.0 Cubic Yard Bin	48.38	$59.78	108.16	12.02	0.00	0.00	0.00	$120.18

PROPOSED RATES - EFFECTIVE January 01, 2018

EXTRA PICKUP RATES

Container Size	**Charge per Pickup**							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Rate**
1.0 Cubic Yard Bin	$20.66	$10.17	$30.83	$3.43	$0.00	$0.00	$0.00	**$34.26**
1.5 Cubic Yard Bin	22.50	$15.25	37.75	4.19	0.00	0.00	0.00	**41.94**
2.0 Cubic Yard Bin	25.52	$20.34	45.86	5.10	0.00	0.00	0.00	**50.96**
3.0 Cubic Yard Bin	31.40	$30.50	61.90	6.88	0.00	0.00	0.00	**68.78**
4.0 Cubic Yard Bin	37.26	$40.67	77.93	8.66	0.00	0.00	0.00	**86.59**
6.0 Cubic Yard Bin	49.32	$61.01	110.33	12.26	0.00	0.00	0.00	**122.59**

Weight Allowances for Bins

Weight included in Charges above	**Maximum Wt. / Bin**		**Excess Weight Charge per**	
	Pounds	Tons	Pound	Ton
1.0 Cubic Yard Bin	500	0.250	$0.0251	$50.21
1.5 Cubic Yard Bin	750	0.375	0.0251	50.21
2.0 Cubic Yard Bin	1,000	0.500	0.0251	50.21
3.0 Cubic Yard Bin	1,500	0.750	0.0251	50.21
4.0 Cubic Yard Bin	2,000	1.000	0.0251	50.21
6.0 Cubic Yard Bin	3,000	1.500	0.0251	50.21

City of Oroville
Debris Box Rates

CURRENT DEBRIS BOX RATES - SINGLE PULL

Debris Box Size	Charge per Pull							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Charge**
3 Cubic Yards	$118.04	$16.44	$134.48	$14.94	$0.00	$0.00	$0.00	$149.42
6 Cubic Yards	143.50	32.88	176.38	19.60	0.00	0.00	0.00	195.98
15 Cubic Yards	230.15	82.19	312.34	34.70	0.00	0.00	0.00	347.04
20 Cubic Yards	252.03	109.59	361.62	40.18	0.00	0.00	0.00	401.80
22 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	329.17	164.38	493.55	54.84	0.00	0.00	0.00	548.39
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	381.90	219.18	601.08	66.79	0.00	0.00	0.00	667.87
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	$48.85		48.85	5.43	0.00	0.00	0.00	$54.28

PROPOSED RATES - EFFECTIVE January 01, 2018

DEBRIS BOX - Single Pull Rates

Debris Box Size	**Charge per Pull**							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Charge**
3 Cubic Yards	$120.33	$16.78	$137.11	$15.23	$0.00	$0.00	$0.00	**$152.34**
6 Cubic Yards	146.28	$33.55	179.83	19.98	0.00	0.00	0.00	**199.81**
15 Cubic Yards	234.61	83.88	318.49	35.39	0.00	0.00	0.00	**353.88**
20 Cubic Yards	256.92	$111.84	368.76	40.97	0.00	0.00	0.00	**409.73**
22 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
25 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
30 Cubic Yards	335.56	$167.76	503.32	55.92	0.00	0.00	0.00	**559.24**
35 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
40 Cubic Yards	389.31	$223.69	613.00	68.11	0.00	0.00	0.00	**681.11**
50 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
Trip Charge	$49.80	$0.00	49.80	5.53	0.00	0.00	0.00	**$55.33**

Weight Allowances for Debris Boxes

Weight allowed in Charges above	**Maximum Weight**		**Excess Weight Charge per**	
	Pounds	Tons	Pound	Ton
3 Cubic Yards	825	0.413	$0.0251	$50.21
6 Cubic Yards	1,650	0.825	0.0251	50.21
15 Cubic Yards	4,125	2.063	0.0251	50.21
20 Cubic Yards	5,500	2.750	0.0251	50.21
22 Cubic Yards	6,050	3.025	0.0251	50.21
25 Cubic Yards	6,875	3.438	0.0251	50.21
30 Cubic Yards	8,250	4.125	0.0251	50.21
35 Cubic Yards	9,625	4.813	0.0251	50.21
40 Cubic Yards	11,000	5.500	0.0251	50.21
50 Cubic Yards	13,750	6.875	0.0251	50.21

City of Oroville
Compactor Rates

CURRENT COMPACTOR RATES - SINGLE PULL CHARGE PER LOAD

Bin / Box Size	Charge per Pull							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Charge**
4 Cubic Yards	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	n / a
6 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	196.97	179.33	376.30	41.81	0.00	0.00	0.00	$418.11
20 Cubic Yards	228.46	239.10	467.56	51.95	0.00	0.00	0.00	$519.51
22 Cubic Yards	291.68	263.01	554.69	61.63	0.00	0.00	0.00	$616.32
25 Cubic Yards	377.69	298.88	676.57	75.17	0.00	0.00	0.00	$751.74
30 Cubic Yards	386.41	358.65	745.06	82.78	0.00	0.00	0.00	$827.84
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	514.77	478.20	992.97	110.33	0.00	0.00	0.00	$1,103.30
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	$48.85		48.85	5.43	0.00	0.00	0.00	$54.28

PROPOSED RATES - EFFECTIVE January 01, 2018

COMPACTOR - Single Pull Rates

Bin / Box Size	**Charge per Pull**							
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	**Total Charge**
4 Cubic Yards	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**n / a**
6 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
15 Cubic Yards	200.79	$183.02	383.81	42.65	0.00	0.00	0.00	**426.46**
20 Cubic Yards	232.89	$244.02	476.91	52.99	0.00	0.00	0.00	**529.90**
22 Cubic Yards	297.34	$268.42	565.76	62.86	0.00	0.00	0.00	**628.62**
25 Cubic Yards	385.02	$305.03	690.05	76.67	0.00	0.00	0.00	**766.72**
30 Cubic Yards	393.91	$366.03	759.94	84.44	0.00	0.00	0.00	**844.38**
35 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
40 Cubic Yards	524.76	$488.04	1,012.80	112.53	0.00	0.00	0.00	**1,125.33**
50 Cubic Yards	0.00	$0.00	0.00	0.00	0.00	0.00	0.00	**n / a**
Trip Charge	$49.80	$0.00	49.80	5.53	0.00	0.00	0.00	**$55.33**

Weight Allowances for Compactor Boxes

Weight allowed in Charges above	**Maximum Weight**		**Excess Weight Charge per**	
	Pounds	Tons	Pound	Ton
4 Cubic Yards	2,400	1.200	$0.0251	$50.21
6 Cubic Yards	3,600	1.800	0.0251	50.21
15 Cubic Yards	9,000	4.500	0.0251	50.21
20 Cubic Yards	12,000	6.000	0.0251	50.21
22 Cubic Yards	13,200	6.600	0.0251	50.21
25 Cubic Yards	15,000	7.500	0.0251	50.21
30 Cubic Yards	18,000	9.000	0.0251	50.21
35 Cubic Yards	21,000	10.500	0.0251	50.21
40 Cubic Yards	24,000	12.000	0.0251	50.21
50 Cubic Yards	30,000	15.000	0.0251	50.21

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
August 2017
ALL ITEMS INDEXES
(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Aug 2016	Jul 2017	Aug 2017	Jul 2017	Aug 2017	Aug 2017	Aug 2016	Jul 2017	Aug 2017	Jul 2017	Aug 2017	Aug 2017
U. S. City Average	240.849[R]	244.786	245.519	1.7	1.9	0.3	234.904[R]	238.617	239.448	1.6	1.9	0.3
(1967=100)	721.476[R]	733.269	735.466	-	-	-	699.708[R]	710.766	713.243	-	-	-
Los Angeles-Riverside-Orange Co	249.700[R]	256.023	256.739	2.5	2.8	0.3	240.267[R]	246.681	247.260	2.5	2.9	0.2
(1967=100)	737.723[R]	756.405	758.521	-	-	-	710.062[R]	729.018	730.727	-	-	-
West	248.498[R]	254.708	255.282	2.5	2.7	0.2	240.291[R]	246.373	246.978	2.5	2.8	0.2
(Dec. 1977 = 100)	401.684[R]	411.722	412.649	-	-	-	386.616[R]	396.400	397.375	-	-	-
West – A*	255.200[R]	262.195	262.522	2.8	2.9	0.1	244.976[R]	251.768	252.086	2.7	2.9	0.1
(Dec. 1977 = 100)	416.139[R]	427.546	428.079	-	-	-	396.569[R]	407.563	408.079	-	-	-
West – B/C**(Dec. 1996=100)	145.829[R]	148.691	149.255	1.9	2.3	0.4	145.423[R]	148.395	148.925	2.0	2.4	0.4

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Aug 2016	Jun 2017	Aug 2017	Jun 2017	Aug 2017	Aug 2017	Aug 2016	Jun 2017	Aug 2017	Jun 2017	Aug 2017	Aug 2017
San Francisco-Oakland-San Jose	267.853[R]	275.304	275.893	3.5	3.0	0.2	262.326[R]	269.508	269.827	3.3	2.9	0.1
(1967=100)	823.455[R]	846.360	848.172	-	-	-	798.803[R]	820.674	821.645	-	-	-
Seattle-Tacoma-Bremerton	256.907	263.756	263.333	3.0	2.5	-0.2	252.393	259.487	259.528	3.0	2.8	0.0
(1967=100)	783.154	804.030	802.742	-	-	-	748.598	769.637	769.761	-	-	-

* A = 1,500,000 population and over ** B/C = less than 1,500,000 population Dash (-) = Not Available. R=Revised

Release date Sep. 14, 2017. The next monthly releases are scheduled for Oct. 13, 2017. The next bi-monthly releases are scheduled for Nov. 15, 2017.

Please note: Customers can receive additional information by calling the BLS West Region Information Office: (415) 625-2270.

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). Additional information on the geographic revision is available at: www.bls.gov/cpi/georevision2018.htm.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT PLANNER**
DONALD RUST, DIRECTOR
COMMUNCITY DEVELOPMENT DEPARTMENT

RE: **REQUEST FROM STEEPLECHASE FILMS TO PUBLISH A PHOTO FROM CHINESE TEMPLE ARCHIVES**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider a request by Steeplechase Films to publish one (1) photo from the Chinese Temple archives in a Public Broadcasting Service (PBS) documentary broadcast of "The Chinese Exclusion Act.".

DISCUSSION

On the September 28, 2017, staff received a request from Steeplechase Films for permission to publish one (1) photo from the Chinese Temple archives (housed in the Bancroft Library at UC Berkley) in a PBS documentary broadcast of "The Chinese Exclusion Act." Per Park Commission Policies & Procedures, Policy No. 17 - Reproduction of Materials in the Reference Collection, Chinese Temple, a request must be submitted in writing and must be approved by the City Council, Director of Parks and Trees, or other delegated authority. Furthermore, photocopies of reference material and prints of photographs will be marked with the following, "Reproduced from the original in the Oroville Chinese Temple archives. For reference only. Permission necessary for reproduction." as part of the Procedures of Policy No. 17.

On October 10, 2017, the Park Commission approved the request from Steeplechase Films and forwarded a recommendation to City Council to acknowledge the approval.

FISCAL IMPACT

None.

RECOMMENDATIONS

Approve request by Steeplechase Films to publish one (1) photo from the Chinese Temple archives in a PBS documentary broadcast of "The Chinese Exclusion Act", with the required acknowledgements, as indicated in this staff report.

ATTACHMENTS

A - Emailed Request with Attachment of Photos and Descriptions
B - Park Commission Policies & Procedures, Policy No. 17

Jamie Hayes

From: Marco Glinbizzi <mglinbizzi@steeplechasefilms.com>
Sent: Thursday, September 28, 2017 11:54 AM
To: Dawn Nevers
Subject: Request to use Photograph from City Collections in Ric Burns Documentary

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

Dear Ms. Nevers,

I'm a Researcher at Steeplechase Films, the documentary production company of filmmaker Ric Burns. We've recently completed a documentary film on the history of The Chinese Exclusion Act, and through our research at Bancroft Library at UC Berkley, we have obtained a copy of an image which belongs to the Oroville city collections. We would like to receive permissions to use the image in the broadcast and home video release of the film, which is planned for distribution by PBS and its worldwide affiliates in 2018.

The information for the photograph is below, as we received it from Bancroft. We would like to obtain permissions to use the image in the film in all media, worldwide, in perpetuity. If you have a standard permissions form for photographs, I'd be happy to fill it out. Please also let me know of any requisite fees for such a request. I've attached our standard materials form for you to review and sign if possible, should you agree to the terms.

Thank you!

Best Regards,

Marco Glinbizzi
Researcher
Steeplechase Films
P: 212-724-8350

******

Title: Oroville Chinese Temple Collection of Photographs
Call Number: P-41CT
Item Title/Description: A Chinese parade on Montgomery Street in Oroville with crowds in the street and on porches mostly in dark clothes, a furniture store and cigar ad visible

C.E.HOWARD.
IGARS
BACCO

PARK COMMISSION POLICIES & PROCEDURES

POLICY NO: 17

TITLE: Reproduction of Materials in the Reference Collection, Chinese Temple

AREA: Museums and Cultural Facilities

DATE: 11.29.76 **REVISED: 5.26.87**

POLICY:

Materials in the Reference Collection may be reproduced by permission of the City Council, Director of Parks and Trees, or other delegated authority. Written application for permission to reproduce or publish must be on the proper written form which will be used and credited for its source given.

PROCEDURE:

Photographs shall be made by a qualified photographer. Cost will be borne by the applicant. A copy of all photos will be provided to the City. Photocopies of reference material and prints of photographs will be marked with the following:

> "Reproduced from the original in the Oroville Chinese Temple. For reference only. Permission necessary for reproduction."

EXCEPTIONS:

None, unless authorized by the City Council.

INITIATED:

Park Commission

APPROVED BY:

City Council

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT PLANNER**
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **OROVILLE ARTS COMMISSION ARTS AWARD RECOGNIZING "YOUR VOICE FOR THE ARTS"**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider approving the Oroville Arts Commission Arts Award recognizing, "Your Voice for the Arts", an award that recognizes an artist who has positively impacted the community through the arts.

DISCUSSION

The Oroville Arts Commission (OAC) "Your Voice for the Arts" Ad-hoc committee has been collaborating with City staff in seeking a way to recognize people and/or organizations in the community who positively impact the Oroville community through the arts. Through that collaboration, the idea for an annual recognition award was developed. The Criteria for the award consists of public nominations of individuals or groups/organizations within the community with a finalist selected by the Arts Commission and recommended to the City Council. Those eligible are members of the community from the Oroville area.

The nomination applications would be available and accepted during the month of December. Applications will be reviewed and considered by the OAC in January and then recommended to the City Council for approval in February. The award will be presented at a meeting or event selected by the City Council.

A perpetual award plaque will be displayed in the foyer of the City Council Chambers at City Hall and individual awards will be presented to each recipient. Should the OAC Arts Award be approved, the funding for the perpetual plaque and individual awards will come from the Art in Public Places / Oroville Beautification Fund.

FISCAL IMPACT

Initial purchase of perpetual plaque and individual award, followed annually with purchase of name plate for perpetual plaque and individual award. Staff has received a quote for

the above items:

- Perpetual Plaque $100.00 (with 12 plates)
- Individual Plaque $70.00 (annual cost)

The funding for the purchase of the perpetual plaque, annual name plate engraving and the annual individual award would be derived from Fund 600, Art in Public Places 2520 Deposit account.

RECOMMENDATION

Approve the Oroville Arts Commission Arts Award recognizing, “Your Voice for the Arts”, an award that recognizes an artist who has positively impacted the community through the arts.

ATTACHMENT(S)

A – Awards Purpose
B – Awards Application

Oroville Arts Commission Arts Award

"Your Voice for the Arts"

Purpose:

The Oroville Arts Commission (OAC) Arts Award is to recognize the people and organizations that positively impact the Oroville community with their passion, innovation and commitment to the arts.

Criteria:

OAC Arts Award recipients are nominated by the public. The Oroville Arts Commission selects one finalist for recommendation to the Oroville City Council based on the breadth and depth of the nominee's community impact as well as the quality of work being done by the nominee. The City Council's decision will be final.

Areas of Artistic involvement could be, but are not limited to:

- Patron of the Arts
- Community Outreach by an Organization
- Community Outreach by an Individual
- Significant Artistic Achievements in their life that inspire others to become involved in, or support the arts culture of the Oroville community.

Eligibility:

Any member of the community from the Oroville area may be nominated.

Selection Process:

Typically, nomination applications will be available and accepted during the month of December. Applications will be reviewed and considered by the OAC in January and then recommended to the City Council for approval in February. The award will be presented at a meeting or event selected by the City Council. If applicable, letters of recommendation from individuals or organizations should be included with the applications.

Award:

An ongoing award will be displayed at City Hall and individual awards will be presented to the recipient. One or more awards may be approved by the City Council.

Applications are available from the City Clerk's Office, 1735 Montgomery Street, Oroville, California. Telephone: (530) 538-2535.

Oroville Arts Commission Arts Award
Recognizing "Your Voice for the Arts"
Application

Name of Nominee for Award: _____

Address: _____

Telephone Number: _____ (Home) _____(Cell)

Name if Individual(s) or Organizations Nominating Individual:

_____

Contact Person: _____

Address: _____

Telephone Number: _____(Home) _____(Cell)

_____

Nomination:

Provide information that directly indicates why the individual is being nominated for the OAC Arts Award. Include specific examples and/or events that the individual accomplished that address the purpose of this award. Please attach additional pages with a header indicating the name of the applicant and page number.

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville.

<u>Deadline for submittal of applications - 4:00 p.m. – Monday, December 18, 2017.</u>

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT PLANNER**
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **FINAL DRAFT NOTICE OF FUNDS AVAILABLE FOR ART IN PUBLIC PLACES/OROVILLE BEAUTIFICATION**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider approving the updated 2017 final draft of the Notice of Funds Available (NOFA) for the Art in Public Places/Beautification funding under City of Oroville Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

BACKGROUND

On August 20, 2013, the City Council approved Ordinance No. 1798, Section II, Chapter 26, §17.08.135, authorizing the City to establish an Art in Public Places/ Oroville Beautification policy requiring all new non-residential development projects to install public art equal to one percent (1%) of the estimated construction cost or contribute an in-lieu fee equivalent to (1%) of the construction cost to the Art in Public Places/Oroville Beautification Fund.

The Art in Public Places/Oroville Beautification account has received some additional in-lieu funding with the recent development of projects. The Arts Commission has successfully completed the funding and implementation of the first beautification project of an updated “Ishi” mural located at the Butte County Office of Educations site.

On July 10, 2017, the Oroville Arts Commission (Commission) discussed the first NOFA process and funding. The discussion concluded with a recommendation for the Art in Public Places ad-hoc committee (Committee) to meet with staff regularly to make recommended updates to the NOFA process. Staff has applied the recommended changes made by the Committee to the preliminary 2017 draft NOFA.

On October 10, 2017, the Commission approved the final draft and provided a recommendation to City Council for approval.

FISCAL IMPACT

None.

RECOMMENDATIONS

Approve the updated 2017 final draft of the Notice of Funds Available for the Art in Public Places/Beautification funding under City of Oroville Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

ATTACHMENTS

A - Ordinance No. 1798 Art in Public Places
B - Updated 2017 Final Draft NOFA

CITY OF OROVILLE
ORDINANCE NO. 1798

AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF OROVILLE BY ADDING SECTION 26-10.135 RELATING TO A PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT OR IN LIEU FEE EQUIVALENT FOR ALL NEW NON-RESIDENTIAL DEVELOPMENT PROJECTS

WHEREAS, the City of Oroville has determined that public art is a critical element of providing a diverse and culturally rich environment to residents and visitors to Oroville that promotes the general public welfare; and

WHEREAS, research has shown that the arts foster economic development, revitalizes urban areas and improves the overall business climate. Additionally, a well-conceived work of art can increase the value of a development project, help to lease space more quickly, enhance the corporate image of the community, promote cultural tourism and provide a visible and lasting contribution to the community in return for the ability to build; and

WHEREAS, in order to ensure that public art is present throughout the community it is necessary to require that all new non-residential development in the City of Oroville include an element of public art or, where appropriate, contribute to a City fund for public art, in an amount to be determined by the City Council, in lieu of providing said art; and

WHEREAS, the Planning Commission takes legislative notice of court cases holding that regulations imposing aesthetic requirements through zoning enactments are valid exercises of the police power and do not constitute impermissible takings merely because they may restrict uses or impose costs in conjunction with the development of property (see, e.g., Ehrlich v. City of Culver City, 12 Cal. 4th 854, 885-886; Metromedia Inc. v. San Diego (1980) 453 U.S. 490, 508 fn. 13; Penn Central Transp. Co. v. New York City (1978) 438 U.S. 104, 124; Agins v. Tiburon, (1980) 447 U.S. 255); and

WHEREAS, the requirement that applicants for development projects provide either public art or an in lieu equivalent is a legitimate and valid land use regulation that has been compared by the California courts as akin to traditional land use regulations imposing minimal setbacks, parking and lighting conditions, landscaping requirements and other design conditions; and

WHEREAS, the City Council hereby finds that the public art contribution is thus neither a "development fee" subject to the requirements of the California Mitigation Fee Act, California Government Code 66000 *et seq*, nor a development exaction subject to the heightened scrutiny of relevant rules set forth in Nollan v. California Coastal Commission 483 U.S. 825 (1987) and Dolan v. City of Tigard 512 U.S. 374 (1994), but rather, that the public art contribution is a zoning requirement that furthers aesthetic objectives under the authority of the City's general police power; and

WHEREAS, at their October 24, 2011 meeting, the Oroville Arts Commission discussed the establishment of an "Art in Public Places" program for the City of Oroville and recommended that the Oroville City Council, direct staff to establish an "Arts in Public Places" program, in conjunction with the Oroville Arts Commission, for the City of Oroville; and

WHEREAS, on January 17, 2012, the Oroville City Council directed staff to develop an Art in Public Places / Oroville Beautification ordinance through the coordination of the Arts Commission; and

WHEREAS, at their January 14, 2013 meeting, the Oroville Arts Commission discussed the need for maintenance and the issue of vandalism and theft of public art and directed staff to address both topics in the proposed Art in Public Places / Oroville Beautification ordinance; and

WHEREAS, at their July 8, 2013 meeting, the Oroville Arts Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance; and

WHEREAS, pursuant to Section 26-56.090 of the Oroville Municipal Code, the Planning Commission shall hold a public hearing on any proposed amendment to the Zoning Code; and

WHEREAS, at their July 22, 2013 meeting, the Oroville Planning Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance with their modifications included.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION I. Chapter 26, Section 26-10 of the Oroville Municipal Code shall be amended to include the following:

26-10.135 Art in Public Places / Oroville Beautification

SECTION II. Chapter 26 of the Oroville Municipal Code is hereby amended to include Section 26-10.135 as follows:

26-10.135 Art in Public Places / Oroville Beautification

A. Purpose

The purpose of this section is to expand the opportunities for citizens of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. A policy is hereby established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the City.

B. Applicability

This section shall apply to the estimated construction costs (labor and materials) of all new non-residential development projects.

C. Public Art Contribution

All new non-residential development projects subject to the requirements of this section shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. The developer has the option to opt out of this requirement and instead pay the equivalent in lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

D. Execution of Installation / Time of Payment

If the developer chooses to pay the in lieu fee, payment in full shall be required at the time all fees are due on any project processed through the City or upon completion of the project, whichever occurs first. The payment of all outstanding fees shall be required prior to the issuance of a Certificate of Occupancy.

For developers choosing to provide art as part of their project, the developer shall provide the City with proof of installation of the required public art on the development site prior to the issuance of a Certificate of Occupancy.

E. Beautification Fund

The City Administrator is hereby directed to create a special interest-bearing fund entitled Art in Public Places / Oroville Beautification Fund (Beautification Fund) or other appropriate accounting mechanism. The City Administrator or his/her designee shall administer the Beatification Fund.

F. Use of Funds

All amounts collected from the in lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art may be temporary as well as permanent.

G. Ownership & Maintenance of Art

Title to all public art required by and installed pursuant to this section on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest.

H. Review Process / Standards

The developer shall submit a narrative proposal and artistic rendering of the public art in satisfaction of the requirements imposed by this section, including any additional information, plans or maps prescribed by the Director of Planning and Development Services at the time of submission of their development application, or indicate an intention to pay the in lieu fees. The proposal for the public art shall be considered as an element of the design review.

The approval of all public art to be created, purchased, installed, secured and maintained under this section shall require a review of the City of Oroville Arts Commission which shall make a recommendation to the City Council for final approval or denial. The decision of the City Council shall be final. Review of all proposed artwork shall be considered based on the following criteria:

1. Conceptual compatibility of the design with the immediate environment of the site;

2. Appropriateness of the design to the function of the site;

3. Compatibility of the design and location within a unified design character or historical character of the site;

4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;

5. Preservation and integration of natural features with the project;

6. Appropriateness of the materials, textures, colors, and design to the expression of the design concept;

7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;

I. Removal of Public Art

If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this section, the following requirements shall be met before the art is replaced:

1. The replacement of public art must go through the review process established above, unless the replacement will be identical to the existing art work and in the same location.

2. The cost of the replacement shall be equal to, or greater than, the initial cost of the existing public art to be removed adjusted for time.

3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.

4. The replacement of public art shall conform, in every respect, to all standards in effect at the time of the replacement.

5. The replacement public art, location and installation shall violate no other ordinance.

6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director of Planning and Development Services.

7. The owner may choose to pay an in lieu fee equivalent to the cost of the replacement of the existing public art.

J. Annual Report

The City Administrator or his/her designee shall annually prepare and present a report to the Oroville City Council indicating the amount of revenues accumulated in the Beautification Fund and the expenditures made by the City in the preceding fiscal year.

K. Authority for Additional Mitigation

Fees collected pursuant to this section do not replace existing development fees or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of the normal development review process.

L. WAIVER

The City Administrator may request that the City Council exclude certain capital improvement projects from the provisions of this ordinance by the passage of a resolution authorizing such a waiver.

****

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on August 20, 2013, by the following vote:

AYES: Council Members Andoe, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: Council Members Berry, Bunker, Simpson

ABSTAIN: None

ABSENT: None

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Donald Rust, Acting Interim City Clerk

OROVILLE ARTS & DOWNTOWN BEAUTIFICATION NOTICE OF FUNDS AVAILABLE (NOFA)

2018 GRANT GUIDELINES & APPLICATION

DRAFT

CITY OF OROVILLE
OROVILLE ARTS COMMISSION

Date of Release:
JANUARY 15, 2018

FUNDING PROVIDED BY

PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT
ORDINANCE NO. 1798, APPROVED BY CITY COUNCIL ON AUGUST 20, 2013

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CONTACT INFORMATION

City of Oroville
Community Development Department
Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965

If you have any questions, please contact:

Dawn Nevers
Assistant Planner
Phone: (530) 538 - 2429
Email: dnevers@cityoforoville.org
Website: www.cityoforoville.org

The Oroville Arts Commission will
hold a grant application workshop to explain the application process
and program requirements.

The Recommended workshop will be held on:

WEDNESDAY, February 7, 2018, FROM 3:00 P.M. UNTIL 5:00 P.M.
(ATTENDANCE FOR THE DURATION OF THE WORKSHOP IS REQUESTED)

City of Oroville, City Council Chambers
1735 Montgomery Street, Oroville, CA 95965

Please RSVP to: (530) 538-2429 or email at dnevers@cityoforoville.org
NO LATER THAN: February 1, 2018

SEND COMPLETED APPLICATIONS BY
4:00 P.M. (PST) WEDNESDAY, FEBRUARY 28, 2018

TO:

City of Oroville
Community Development Department
Fund Administrator
Attention: Dawn Nevers, Assistant Planner
1735 Montgomery Street
Oroville, Ca 95965

FAXED OR EMAILED COPIES WILL NOT BE ACCEPTED
2018 NOFA LEGAL ANNOUNCEMENT

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I. REQUEST FOR PROPOSAL (RFP)

The Request for Proposal (RFP) is issued by the Oroville Arts Commission and the City of Oroville (City), acting to select a capable and qualified artist to help us meet the needs of our Oroville Beautification goals and community involvement plans.

II. NOTICE OF FUNDS AVAIABLE (NOFA) DETAILS

a. Application duration: **45-days from date of release**
(January 15, 2018 – February 28, 2018)

b. Funding amount: **$30,000**

A. May be distributed to fund multiple eligible projects

c. Project Location: **Downtown Historic District** (map, pg. 30)

A. Private Property: must submit approval letter from property owner acknowledging permanent placement, responsibility for custody, protection, and maintenance of property of art piece. (see Appendix E for sample letter and Art Maintenance Agreement)

d. Recommended Workshop: **Attendance is encouraged**

III. INTENT OF THE DOWNTOWN OROVILLE BEAUTIFICATION PROJECT

The purpose is to expand the opportunities for citizens and visitors of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. The Public Art / Oroville Beautification Ordinance No. 1798, was established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the city.

IV. GENERAL REQUIREMENTS

The ideal respondent will have knowledge of the Oroville community, history, and culture. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by

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the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public.

All amounts collected from the in lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art will be permanent.

V. SUBMITTAL REQUIREMENTS

The City of Oroville and the Oroville Arts Commission reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal and review process. The applicant must submit the following information:

1. Project Application Submittal

Note: Project elements should be presented in a clear and consistent manner, throughout the application, including scope, timeline, and cost estimates.

The Grant Application is comprised of the following sections:

A. Applicant Information
B. Description of Project
C. Project Cost Estimate (with cost breakdown by phase) & Timeline to Complete the Project (by phases)
D. Drawings/Renderings of Project to Scale (with incorporation of security device as necessary)
E. Consistency with Arts Commission Goals
F. Project Selection Criteria
G. Ownership & Maintenance of Art

The complete application is in Appendix C, pages 11 – 18. A printable copy of the application is available at www.cityoforoville.org , Government / Boards, Committees, Commissions, etc. / Arts Commission for information and forms. If

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using additional pages to complete the application, please use the appropriate titles (on each page) as listed above.

2. Arts Commission Review of Applicant's Project (Screening Process)

The next step involves a technical review of the submitted application considering basic Project Submittal Requirements, Arts Commission Goals and Objectives, and a set of Screening Criteria. On the basis of these considerations, a decision would be made whether or not an application meets minimum requirements. If not, the application would be respectfully rejected. This Initial Screening Process will eliminate projects that lack merit given the seven following considerations:

1) Conceptual compatibility of the design with the exact location within the site;
2) Appropriateness of the design to the function of the site;
3) Compatibility of the design and location within a unified design character or historical character of the site;
4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5) Preservation and integration of natural features with the project;
6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;

An applicant whose Project Concept application does not meet the Initial Screening Criteria has the right to appeal to the Arts Commission, based upon appeal procedures established by the Arts Commission. (see Appendix D, page 19)

***3.* Staff Assembly and Submittal of Proposed Projects**

City of Oroville staff is available for direction to ensure applications are complete and ready for consideration. City of Oroville staff will assemble all project proposals together and prepare packages for the Arts Commission review.

***4.* Arts Commission Project Selection Process**

The Arts Commission will individually be provided a copy of the application, and related attachments, thirty (30) days prior to the applications presentation at a Public Meeting. This provides time for the Arts Commissioners to review the request and formulate questions that they might have.

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5. Timeline Following Arts Commission Screening Process

a. The Arts Commission selects those applicants that fall within the scope of the project NOFA to move forward for final consideration.

   i. 15 Day Appeal process begins.

b. **No Appeals Received:** Final project application selection announced at the next regularly scheduled Arts Commission meeting (approximately 30 days).

c. **Appeal(s) Received:** Appeals will be heard and considered by the Arts Commission at the next regularly scheduled Arts Commission meeting (approximately 90 days) or a special meeting. Final project selection will be announced at the following regularly scheduled Arts Commission meeting (approximately 30 days).

   i. Should an applicant not be satisfied with the Arts Commissions denial of their project application appeal, the applicant may request to be heard by the Executive Committee.

d. Project Application awarded.

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APPENDICES

Appendix A: Ordinance No. 1798 Public Art / Oroville Beautification

Appendix B: Accounting and Audit Requirements

Appendix C: Project Application Form

Appendix D: Appeal Process

Appendix E: Property owner letter and Art Maintenance Agreement (examples)

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Appendix A

ORDINANCE NO. 1798
PUBLIC ART / OROVILLE BEAUTIFICATION

NOTE: The City Council approved the attached Ordinance No. 1798 Public Art / Oroville Beautification on August 20, 2013.

(See attached Ordinance No. 1798, pg. 24)

Appendix B

ACCOUNTING AND AUDIT REQUIREMENTS
GRANT ADMINISTRATION

A. ACCOUNTING REQUIREMENTS

The Grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

B. RECORDS RETENTION

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.

C. PAYMENT OF GRANT FUNDS

Approved grants require a fully executed Grant Agreement between the Fund Administrator (City of Oroville) and the Grantee. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated. All payments are paid on a reimbursable basis. Grantee's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Grantee will be issued a check.

D. SITE VISITS

The Fund Administrator, or designee, and an assigned Arts Commissioner will make periodic visits to each Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art / Downtown Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art / Beautification Grant.

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E. LOSS OF FUNDING

The following are examples of actions (some or all may apply) that may result in the Grantee's loss of funding.

- Grantee fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded Project within the agreed upon time frame.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee is unable to acquire any required permits.
- Grantee changes Project Scope, without prior approval from the Arts Commission.

If loss of funding occurs the grantee must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

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FOR INTERNAL USE ONLY	
DATE RECEIVED:	
RECEIVED BY:	

APPENDIX C:

PROJECT APPLICATION FORM

Oroville Arts Commission
2016 Project Application Form
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION

Estimated Project Cost: $_____

NOTE: Please complete all requested information. If the question is not applicable to your request enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

_____

_____

2. Contact Information

a. Mailing address:

_____

b. Telephone, Voice Mail, E-mail Contact Information

_____

Applicant Acknowledgement & Signature	
DATE Submitted:	
SUBMITTED BY:	

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B. Description of Project

(Briefly summarize the proposed art/beautification and its adherence to the seven project selection criteria, and the project benefit if the grant is approved)

Project Location (address): _____

**** Attach site map showing exact location of project***

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C: Cost Estimate / Timeline

(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.
(Please consider site preparation in timeline and cost breakdown.)

Phase	Description	Estimated Completion Date	Phase Cost
		Total estimated time to complete project: _____	*Total estimated cost all phases:* _____

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D. Drawings / Renderings of proposed project

(Please draw to scale. Attach if necessary)

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E. Consistency with Arts Commission Goals: (*if not applicable to your request enter N/A)*

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

____ Provides opportunities for the artistic and cultural development of citizens of Oroville.

____ Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts

____ Support the development of artists and the access and exposure to the community.

____ Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.

____ Support diversity in the arts

____ Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.

____ Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

F. PROJECT SELECTION CRITERIA

1) Conceptual compatibility of the design with the immediate environment of the site;
2) Appropriateness of the design to the function of the site;
3) Compatibility of the design and location within a unified design character or historical character of the site;
4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5) Preservation and integration of natural features with the project;
6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

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G. Ownership & Maintenance of Art

(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize _____, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

_____

Address of proposed art project: _____

_____ _____

Property Owners, Signature Date

_____

Property Owners, Print Name

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SEND COMPLETED APPLICATIONS BY
4:00 P.M. PST, WEDNESDAY, FEBRUARY 28, 2018

TO:

City of Oroville
Arts Commission
Dawn Nevers, Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965

FAXED OR ELECTRONIC COPIES WILL NOT BE ACCEPTED

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

____Yes ____No

Has the applicant signed and dated the cover page of the application?

____Yes ____No

Record of follow-up:

Date: _____
Issue: Discussed: _____

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COPY THIS PAGE TO INSERT ADDITIONAL INFORMATION THAT IS EXPANDED BEYOND THE SPACE PROVIDED.

HEADING: _____

Additional information from page # _____

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Appendix D

The 2016 NOFA Appeal Process

As part of the Oroville Arts & Downtown Beautification Program the Oroville Arts Commission established a standardized appeal process for applicants that do not meet the initial screening process. The NOFA Application combines the initial screening process and formal application into one process. The following details the approved Appeal Process:

A. Appeals to City Council.

1. If the applicant or any other person is dissatisfied with Arts Commission action, he or she may appeal, in writing, to the Executive Committee within 15 days after the action. If no appeal is filed, the Arts Commission's action shall be final.

2. Within 45 days of the filing of an appeal, the Executive Committee consider the action taken by the Arts Commission and the appeal of that action. The Executive Committee shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of this decision. The decision shall be final.

B. Form of Appeals. All appeals shall be submitted in a form established by the zoning administrator, accompanied by a fee established by resolution of the city council. (Ord. 1749 § 4; Ord. 1790 § 2)

Responses to denial letters must be sent, in writing, to:

City of Oroville
Community Development Department
Fund Administrator
Attention: Dawn Nevers, Assistant Planner
1735 Montgomery Street
Oroville, CA 95965

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Appendix E

"No Fee Required" **(Govt. Code Sec 6103 & 27383)** **Recorded for the benefit of** **City of Oroville** **Authorized Representation** **AFTER RECORDING RETURN TO:** **CITY OF OROVILLE** **CITY CLERK'S OFFICE** **1735 MONTGOMERY STREET** **OROVILLE, CA 95965-4897**	EXAMPLE (SPACE ABOVE FOR RECORDER'S USE)
APN:	Address:

CITY OF OROVILLE
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION
INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this XX day of [Month] 2016, between [Property Owner's Name] hereinafter referred to as PROPERTY OWNER, add artist???, and the CITY OF OROVILLE, a Municipal Corporation, hereinafter referred to as CITY, for property, located at [Address].

RECITALS

THIS AGREEMENT is based upon the following facts:

1. PROPERTY OWNER is the owner of real property located at [Address] in the City of Oroville described in Exhibit "A" attached to this AGREEMENT and made a part of it by this reference.
2. ARTIST is the _____

3. Per CITY Code §17.08.135(G), for any works of art installed on private property, the PROPERTY OWNER shall be required to enter into a written AGREEMENT for the installation and maintenance of the artwork. The AGREEMENT shall be in a form approved by the CITY Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The AGREEMENT shall be binding upon the PROPERTY OWNER and any successors in interest.

4. On [Meeting Date], the City of Oroville Arts Commission reviewed the proposed artwork and forwarded a recommendation to the Oroville City Council for approval.

5. On [Meeting Date], the Oroville City Council reviewed and approved the proposed artwork.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE. The purpose of this AGREEMENT is to assure that the ARTIST completes the placement of the art in accordance with the approval of the City Council, as specified

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in Exhibit "B", and thereafter the PROPERTY OWNER shall maintain and care for the artwork.

2. PROPERTY SUBJECT TO AGREEMENT. The property subject to this AGREEMENT is described in Exhibit "A" attached to this AGREEMENT and incorporated in it by this reference: APN: **(XXX-XXX-XXX).**

3. DUTY TO INSTALL AND MAINTAIN ARTWORK. ARTIST agrees to complete the installation of the CITY approved artwork. The ARTIST and the PROPERTY OWNER shall diligently maintain and care for the artwork which they install under this AGREEMENT, using generally accepted methods of placement and care. PROPERTY OWNER and/or ARTIST shall maintain that standard of care necessary to prevent the artwork from deteriorating to the extent that its value as artwork is destroyed.

4. CITY MAY MAINTAIN ARTWORK. PROPERTY OWNER agrees that if they fail to meet the standard of maintenance necessary to keep the artwork in a properly maintained condition, CITY will give written notice of the deficiency to the PROPERTY OWNER, who shall have twenty (20) days to make the necessary correction and, if the correction is not made within twenty (20) days, CITY may elect to take the steps necessary to assure that the artwork is maintained and cared for. To do this, CITY shall serve a notice to the PROPERTY OWNER of its intent to enter the premises for this purpose. CITY shall either personally serve the notice to PROPERTY OWNER, or mail a copy of it by certified mail to the PROPERTY OWNER'S address, as shown in paragraph 7 below, at least fifteen (15) days in advance of the date CITY intends to enter the premises.

5. CITY'S COST OF MAINTAINING A LIEN. If the CITY incurs costs in restoring or maintaining the artwork after following the procedure set forth in Paragraph 4 above, CITY shall make demand upon PROPERTY OWNER for payment. If PROPERTY OWNER fails to pay the costs incurred by CITY within thirty (30) days of the date demand was made, CITY may impose a lien upon the real property described in Exhibit "A" by recording a notice that CITY has incurred expenses under the terms of this AGREEMENT with the County Recorder of Butte County. Such notice shall state the fact that CITY has incurred costs under the terms of this AGREEMENT and shall state the amount, together with the fact that it is unpaid and draws interest at the rate of 7% (percent) a year until paid.

6. ADDITIONAL REMEDIES. CITY may, as an alternative to the lien procedure, set forth in Paragraph 5 above, bring legal action to collect the sums due as the result of making expenditures for restoration and maintenance of artwork. PROPERTY OWNER agrees to pay CITY a reasonable sum of attorney fees and court costs, together with interest from the date which is thirty (30) days after CITY has given its notice under Paragraph 5 above.

7. NOTICES. Notice given by each party to this AGREEMENT shall be given to the other party at the addresses shown below:

CITY: City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

PROPERTY OWNER: [Name and Address]

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8. ADDITIONAL REQUIREMENTS.

The PROPERTY OWNER hereby agrees to the following:

a. Warrants that the artwork created and installed is a faithful rendition of the artwork as approved by the CITY.

b. Shall ensure that any artwork approved by the CITY is provided with adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance.

c. To expeditiously maintain, replace, or repair any artwork that has become unsafe or unsightly, or within 20 days when notified in writing that maintenance, replacement, or repair is required.

d. To allow random inspection of artwork by a CITY representative.

e. To keep all artwork policed and free of litter and deleterious material.

f. All work by or on behalf of PROPERTY OWNER will be done at no cost to the CITY.

g. The artwork shall remain in substantial conformance as approved by the Oroville City Council. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval of the Oroville Arts Commission. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval by the Oroville City Council.

h. Removal of artwork under this agreement shall be removed as specified under §17.08.135(I) of the Oroville Municipal Code.

9. MISCELLANEOUS TERMS AND PROVISIONS.

a. If any provision of this AGREEMENT is adjudged invalid, the remaining provisions are not affected.

b. Notice to PROPERTY OWNER will be considered to have been given to them when sent to their address stated above (Paragraph 7).

c. This writing contains a full, final, and exclusive statement of the AGREEMENT between the parties.

d. If there is more than one signer of this AGREEMENT as PROPERTY OWNER(S), their obligations are joint and several.

e. The obligations upon the PROPERTY OWNER(S) signing this AGREEMENT terminate personally as to them when they convey their interest in the property and files for record with the County Recorder a copy of assignment to this AGREEMENT. In this case, the new PROPERTY OWNER(S) takes title

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subject to the requirements of this AGREEMENT.

f. If the installation of the work of art is delayed by adverse weather conditions, or any other cause beyond the PROPERTY OWNER'S reasonable control, then the installation date shall be extended for such reasonable time as agreed upon by all parties to this AGREEMENT.

g. PROPERTY OWNER agrees to comply with all federal and state laws, and local ordinances that pertain to the creation and installation of the artwork.

h. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to receive attorney's fees from the losing party.

10. AGREEMENT ATTACHED TO THE LAND. This AGREEMENT pertains to and runs with the real property described in Exhibit "A". This AGREEMENT binds the successors in interest of each of the parties to such real property.

CITY OF OROVILLE: BY: /s/ _____
Donald Rust, Acting City Administrator

DATE: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

A Public Notary must acknowledge PROPERTY OWNERS' and CITY'S signatures. If PROPERTY OWNER is a corporation, partnership, or other business entity, the Notary must acknowledge the signature as well as the person's relationship to the business.

EXHIBIT "A"

A LEGAL DESCRIPTION OF SAID PROPERTY MUST ACCOMPANY THIS AGREEMENT AS EXHIBIT "A" PRIOR TO RECORDATION (PROVIDED BY PROPERTY OWNER)

EXHIBIT "B"

THIS AGREEMENT SHALL ACCOMPANY THE OROVILLE ARTS & BEAUTIFICATION APPLICATION THAT CONTAINS A DETAILED DESCRIPTION OF THE ARTWORK, INCLUDING DRAWINGS WITH DIMENSIONS, DESCRIPTION OF MATERIALS, AND CONSIDERATIONS FOR LONGEVITY, CONSERVATION AND MAINTENANCE AS APPROVED BY THE CITY COUNCIL MUST ACCOMPANY THIS AGREEMENT

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OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT DEPARTMENT

RE: **2017 ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of $7,500, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for three (3) multi-family rental housing projects.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to State Department of Housing and Community Development (HCD) for long-term monitoring of HOME-assisted rental projects for the entire period of affordability. HCD, as a participating jurisdiction, is responsible to the federal Department of Housing and Urban Development (HUD) to ensure that State Recipients are monitoring appropriately for continued compliance with federal and state regulations. Any State Recipient which fails to maintain the affordability requirements for HOME-assisted rental housing projects will be required to repay the Department in full (including any required interest). The City, as a State Recipient, must have sufficient written policies and procedures to monitor HOME-assisted rental projects to ensure continued compliance with federal regulations by confirming that the monitoring staff is following established policies and procedures; and verifying that monitoring, recordkeeping, and retention is in compliance with the HOME Final Rule. The Federal minimum period of affordability has expired for this project for the Oroville Family Housing, Grant No. 94-HOME-0102 project, therefore a monitoring schedule has been revised to monitor every other year.

The City multi-family projects are listed below:

1. Oroville Manor, Grant No. 03-HOME-0684 (71 units)
2. Hillview Ridge I, Grant No. 06-HOME-2407 (71 units)
3. Hillview Ridge II, Grant No. 08-STBG-4482 (51 units)

In order to comply with the long-term monitoring of the City's three HOME grant funded multi-family rental projects the City staff requested quotes from three (3) consultants; receiving only two (2) responses:

Consultant	**Quote Amount**
R. L. Hastings and Associates, LLC	$7,500
JoAnn Anders	Did not submit proposal due to workload
Adams Ashby and Associates	Did not respond

Staff recommends entering into an agreement with R. L. Hastings & Associates, LLC, to provide the services of documenting the monitoring and submitting the reports to HCD on the City's behalf, with errors and omissions insurance waived.

FISCAL IMPACT

Funding is available in the HOME Grant Funds Account No. 7021-6360-Outside Services and HOME Program Income Account No. 7091-6360-Outside Services, in the amount of $7,500.

RECOMMENDATION

Adopt Resolution No. 8665- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF $7,500, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS - (Agreement No. 3237).

ATTACHMENTS

A - Resolution No. 8665
B - Agreement No. 3237

CITY OF OROVILLE
RESOLUTION NO. 8665

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF $7,500, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS

(Agreement No. 3237)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement between the City of Oroville and R. L. Hastings & Associates, LLC. A copy of the Agreement is attached hereto as Exhibit "A."

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2017, by the following vote:

AYES:

NOES:
ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **November 7, 2017** by and between the **City of Oroville,** a municipal corporation ("City") and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667**("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

C. City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish the following services in a professional manner:

   Consultant shall complete the Annual Home Project Compliance Report for Assisted Rental Projects: 1) HPD Oroville Manor, CA LP, Oroville Manor (71 units), 2) Hillview Ridge 1 (71 units), 3) Hillview Ridge II (51 units).

   The Scope of Work entails the completion of all required documentation including the following six (6) documents for each project and their submittal on behalf of the City of Oroville to the California Department of Housing and Community Development by March 1, 2018**:**

- The Original Annual Monitoring Report;
- A Copy of the Annual Project Compliance Report;
- A Copy of a completed Form HUD-52667 “Allowances for Tenant Furnished Utilities and Other Services”;
- A Copy of the last long-term monitoring Summary Letter
- A Copy of the last long-term monitoring Clearance Letter;
- A Copy of the Annual Affirmative Marketing Analysis Report.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2018.

3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant’s compensation exceed the amount of Ten Thousand Dollars ($7,500.00). Payment by City under this agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant

shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be

lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers,

agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, is documenting the monitoring and submitting the reports to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors an omissions insurance.

19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant:

R.L. Hastings & Associates LLC
1765 Carson Rd.
Placerville, CA 95667

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all

rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing

litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or

violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable

rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed,

sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.

c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any

other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under

any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other

agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. <u>STATE NONDISCRIMINATION CLAUSE</u>

a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or

applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

_____
Linda L. Dahlmeier, Mayor

CONSULTANT

_____
Roy L. Hastings, Principal

APPROVED AS TO FORM:

By:_____
Scott E. Huber, City Attorney

ATTEST:

By:_____
Donald Rust, Acting City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT DEPARTMENT

RE: **ACCEPTANCE OF 2016 HOUSING RELATED PARKS PROGRAM GRANT AND ESTABLISHMENT OF A BUDGET**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider accepting the 2016 Housing Related Parks Program (HRPP) Grant No. 16-HRPP-11489 and establishing the budget in the amount of $117,458 for improvements to Oroville Municipal Auditorium.

DISCUSSION

On February 23, 2017, staff submitted an application for and subsequently was awarded Housing Related Parks Program grant funds from the Department of Housing and Community Development that rewards local governments that approve housing for lower-income households and are in compliance with State Housing Element Law with grant funds to create or rehabilitate parks.

The Program funds eligible jurisdictions on a per-bedroom basis for each residential unit affordable to very low- and low-income households permitted during the Designated Program Year (DPY). The City of Oroville had various new properties funded through the Homeownership Assistance Program and properties funded by the Habitat for Humanity that qualified the City of Oroville for a total of $117,458 in grant funds for improvements to the Oroville Municipal Auditorium. Improvements include refinishing the auditorium floor, the purchase of the new floor cleaner and repairs to an ADA restroom, if funds are available. Other Code related items that are deemed necessary will be included.

FISCAL IMPACT

HRPP funds equaling $117,458 are available through State Grant revenues. The Council will need to approve establishing a budget as follows:

Increase Revenue:

152-4450 State (HRPP) Grant	$117,458

Increase Expenses:

5226-6360	Outside Services	$ 15,000
5226-8010	Improvement of Buildings	$ 95,000
5226-5110	Dir. Lbr. Allocation	$ 7,458

TOTAL **$117,458**

RECOMMENDATION

Accept the 2016 Housing Related Parks Grant Agreement No. 16-HRRP-11489, in the amount of $117,458 for improvements to the Oroville Municipal Auditorium.

ATTACHMENT(S)

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **JAMIE HAYES, ASSITANT CITY CLERK**
DONALD RUST, ACTING CITY ADMINISTRATOR
ADMINISTRATION DEPARTMENT

RE: **REAPPOINTMENT TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider reappointing Gordon Andoe to continue serving on the Butte County Mosquito & Vector Control Board of Trustees (BCMVCD) for an additional term, ending December 31, 2021.

DISCUSSION

The BCMVCD is responsible for the suppression of mosquito-transmitted diseases and the reduction of mosquitoes and diseases associated with ticks, fleas and other vectors through environmentally compatible control practices, and public education.

The BCMVCD is comprised of eleven (11) trustees that set policies for the District, and are appointed accordingly by corresponding County Supervisors and City Council's throughout Butte County.

Mr. Andoe has served as the City's BCMVCD representative since 2013 and has again signified his willingness and desire to serve an additional term. In addition, BCMVCD has expressed their desire to retain Mr. Andoe based upon his knowledge and technical expertise.

FISCAL IMPACT

None.

RECOMMENDATION

Reappoint Gordon Andoe to serve on the BCMVCD for an additional term, ending December 31, 2021.

ATTACHMENTS

A – BCMVCD Correspondence

Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
Phone: 530-533-6038 • Fax: 530-534-9916
www.BCMVCD.com

Matthew C. Ball
Manager

City of Oroville
OCT 16 2017
Administration

October 12, 2017

Oroville City Council
1735 Montgomery Street
Oroville, Ca 95965

Dear Council Members:

The appointment of, Mr. Gordon Andoe, representing the City of Oroville to our Board of Trustees will expire at the end of this year. At the Board of Trustees meeting held October 11, 2017, Mr Andoe signified his willingness and desire to serve again if reappointed

Mr. Andoe has faithfully served as a Trustee for the Butte County Mosquito and Vector Control District for 6 years, and his knowledge and technical expertise has provided valuable contributions to the technical, financial, and governmental aspects of the District program. He has been a strong and consistent advocate of public health protection for the residents of Butte County, Hamilton City, the State of California, and the nation, and his service and experience have been a valuable contribution to the mosquito and vector control program of Butte County.

For your information, Health and Safety Code (HSC) Section 2024 governs the District's Board appointments. Pursuant to HSC, Section 2022(a) each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district (District's service area). Additionally, pursuant to HSC, Section 2024(a) expect as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January. Members of the Board of Trustees serve without compensation, but do receive an amount to not exceed $100.00 per month for expenses incurred while on official business.

If you have any questions please feel free to contact me.

Sincerely,

Matthew C. Ball
Manager

MCB:ds

cc: Mr. Gordon Andoe

bdaptoro

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **LIZ EHRENSTROM, HUMAN RESOURCE MANAGER**
ADMINISTRATION DEPARTMENT

RE: **AMENDMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AGREEMENT REGARDING EMPLOYEES SHARING ADDITIONAL COST – 2ND READING**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider an Ordinance to amend the California Public Employees Retirement System (CalPERS) Agreement for employees sharing additional cost.

DISCUSSION

With the adoption of the Oroville Police Officer's Association, Sworn and Non-Sworn Memorandum of Understandings, each have agreed to pay an additional 3% above their normal cost into the CalPERS retirement system. The City must amend its contract with CalPERS to allow the reporting of these additional amounts pursuant to the Public Employees' Retirement Law. The proposed change is:

> "*To provide section 20516 (Employees Sharing Additional Cost) of 3% for classic and PEPRA sworn and non-sworn members of the Oroville Police Officer's Association.*"

Following the second reading of Ordinance on November 7, 2017, this action will become effective on December 7, 2017. The City will begin reporting all additional contributions to CalPERS, that have been withheld to date, starting with the pay period beginning December 18, 2017.

FISCAL IMPACT

The City is depositing savings into the new Section 115 Irrevocable Trust.

RECOMMENDATIONS

Waive the second reading, and adopt by title only, Ordinance No. 1825 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

ATTACHMENTS

A - Ordinance No. 1825
B – Public Hearing Notice

CITY OF OROVILLE
ORDINANCE NO. 1825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION I. That an amendment to the contract between the Oroville City Council of the City of Oroville and the Board Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION II. The Mayor of the Oroville City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION III. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be published at least once in the Oroville Mercury Register, a newspaper of general circulation, published and circulated in the City of Oroville and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Oroville

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1961, and witnessed October 3, 1960, and as amended effective October 1, 1968, October 1, 1973, December 27, 1976, January 5, 1977, April 16, 1979, March 3, 1980, May 25, 1981, August 1, 1983, January 6, 1992, July 1, 1993, April 24, 1995, September 22, 1995, September 6, 1999, December 25, 2000, April 29, 2002 and August 14, 2017 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective August 14, 2017, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.

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2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1961 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

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5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1979, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2% at age 57 Full).

10. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

    c. Section 20020.1 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members within six months of January 5, 1977). Legislation repealed said Section effective January 1, 1985.

    d. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).

    e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).

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f. Section 21427 (Improved Nonindustrial Disability Allowance).

g. Section 21574 (Fourth Level of 1959 Survivor Benefits).

h. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

i. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

j. Section 20042 (One-Year Final Compensation) for classic members only

k. Section 20903 (Two Years Additional Service Credit).

l. Section 21024 (Military Service Credit as Public Service) for local police members only.

m. Section 20965 (Credit for Unused Sick Leave).

n. Section 20516 (Employees Sharing Cost of Additional Benefits):

From and after August 14 2017, 5% for classic local miscellaneous members in the Unrepresented Miscellaneous Management Unit.

From and after August 14 2017, 3% for classic local safety members in the Unrepresented Safety Management Unit.

From and after the effective date of this amendment to contract, 3% for local miscellaneous and local police members in the Oroville Police Officers' Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 27, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

13. Public Agency shall also contribute to said Retirement System as follows:

    a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

    b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

    c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF OROVILLE

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

CITY OF OROVILLE

OFFICE OF THE CITY CLERK
1735 MONTGOMERY STREET ● OROVILLE, CA 95965-4897

530-538-2535
Fax 530-538-2468

PUBLIC NOTICE
CITY OF OROVILLE
ORDINANCE NO. 1825 – 2ND READING
AMENDMENT TO CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRACT

Pursuant to Article VII of the Oroville City Charter, a summary of the adopted amendment to the Board of Administration, California Public Employees' Retirement System Ordinance has been prepared by the Assistant City Clerk:

> **Amendment to the Board of Administration, California Public Employees' Retirement System Ordinance:** The City Council may consider an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Oroville.

Additional information regarding the adopted proposal described in this notice can be obtained from the Oroville City Clerk at 1735 Montgomery Street, Oroville, CA.

Posted/Published: October 23, 2017

Jamie Hayes
Assistant City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **AMENDMENT TO THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION'S MEMORANDUM OF UNDERSTANDING**

DATE: **NOVEMBER 7, 2017** ***(Continued from October 17, 2017)***

SUMMARY

The Council may consider an Amendment to the Oroville Mid-Manager and Confidential Association's (OMCA) Memorandum of Understanding (MOU).

DISCUSSION

City staff has been in labor negotiations with the Oroville Mid-Manager and Confidential Association. Both the City and OMCA have negotiated a tentative agreement for OMCA members to take an 8-hour, per pay period, furlough for a total savings of 10%.

Staff is recommending Council approve the amendment.

FISCAL IMPACT

All savings will be deposited into the new Section 115 Irrevocable Trust.

RECOMMENDATION

Adopt Resolution No. 8660 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION - (Agreement No. 3083-4).

ATTACHMENTS

A - Resolution No. 8660
B - Agreement No. 3083-4

CITY OF OROVILLE
RESOLUTION NO. 8660

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

(Agreement No. 3083-4)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Mid-Manager and Confidential Association. A copy is attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION (OMCA)

for the

PERIOD BETWEEN JULY 1, 2017~~2014~~ to JUNE 30, 2020~~2015~~

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8660 ~~8260~~ adopted at its Regular Meeting of October 17, 2017~~September 2, 2014~~; all changes to the terms and conditions of employment for employees in this OMCA represented bargaining unit included in this MOU shall become effective on the date of Council approval of this Resolution, unless another effective date is specified in the MOU.

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Section 1 RECOGNITION OF OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

The City of Oroville Recognizes the Oroville Mid-Manager and Confidential Association (OMCA) as the exclusive representative of the members, whether dues paying or non-dues paying, of OMCA in Classifications as set forth in attached Exhibit "A". The composition of this unit as reflected in Exhibit A was revised effective July 1, 2017.

The City agrees to allow each OMCA member a total of four (4) hours of release time per calendar year to attend quarterly OMCA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

As used in this MOU, the terms "member" or "employee" shall mean a City employee in the bargaining unit represented by OMCA.

Section 2 SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

Section 3 MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMCA shall be advised, for the purpose of enabling the City and the OMCA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMCA.

Section 4 CITY RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the

work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

Section 5 SENIORITY

5.1 If performance, merit and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

1. Discharge for cause
2. Voluntary termination
3. Retirement
4. Seniority shall not accrue for the term of any suspension or for leaves without pay in excess of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION

6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.

6.2 A member who accrues a total of more than thirty-one (31) days in a calendar year of temporary duties shall receive 5% above their base pay retroactively for all days so worked in a higher Classification.

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty-one (31) days, the member shall immediately receive 5% above base pay.

~~Section 7 CLOTHING ALLOWANCE AND SAFETY EQUIPMENT~~

~~7.1 Safety Employees~~

~~A. Each safety member covered by this Memorandum shall receive an annual clothing allowance equivalent to the amount negotiated by the respective safety employee associations at the time of the member's original appointment. Payment will be made in the member's first paycheck. Subsequent distributions will occur in the first pay period in December thereafter. This will constitute the clothing allowance for the following calendar year.~~

~~B. The City agrees to provide members with the following uniform insignia:~~

~~1. Patches – up to two sets per year as needed~~
~~2. Pins – as needed for Hats and caps~~

~~The appropriate Department Head shall decide when replacement of these items above for OMCA members is necessary.~~

~~7.12 Non-Safety Employees~~
~~The City will continue to provide uniforms and safety equipment, as necessary, equivalent to the amount negotiated by the respective employee associations.~~

~~7.23 City agrees to pay the initial cost of any ordered uniform article change.~~

~~7.34 Special equipment, upon availability, will be issued to the individual members who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.~~

~~7.45 In the event one or more of the respective employee associations referenced in 7.1 or 7.2 above convert its allowance to some other benefit, the equivalent monetary value of that conversion will be offered to the affected OMCA employee(s).~~

Section 8 COMPENSATION AND RETIREMENT

8.1 SALARY

Salary ranges for represented classifications shall be as specified on Exhibit B and C, and include two tiers – one for employees hired before October 1, 2016, and a second tier for employees hired on or after October 1, 2016.~~increase as follows:~~

~~1.5% - 9-2-14 or upon ratification, whichever is later~~

~~8.2 The salary range for the Administrative Assistant – Administration shall be increased to be equivalent with the Administrative Assistant – Police Department.~~

8.3 Salary Re-Openers: The City or OMCA~~OMMA~~ proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated and any change would go into effect the following July 1st.

Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.

8.4 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMCA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMCA member. Any reimbursement in excess of the normal salary of the OMCA member will be retained by the City.

8.5 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:

8.5.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

8.5.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.8 Employees may receive salary Step H where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regards to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

8.6 On each ~~January~~July first during the term of this contract, all represented employees who were hired by the City prior to October 1, 2016 shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. PTO days must be used within the

calendar year they are credited or the time will be lost. Employees who were hired by the City on or after October 1, 2016 are not eligible to receive PTO.

8.7 RETIREMENT BENEFITS

8.7.1 **Retirement Benefits for Miscellaneous Members of CalPERS.** This section 8.7.1 applies to miscellaneous members of CalPERS.

A. Retirement Benefits for Miscellaneous Members hired before January 1, 2013, and Classic members as determined by CalPERS.

Subsection A applies to miscellaneous members hired before January 1, 2013, and for "classic" members within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013.

Benefit Formula: Members hired before January 1, 2013, and for "classic" members within the meaning of PEPRA who are hired on or after January 1, 2013, shall be eligible to receive the 2% at 55 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for members covered by this section A shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section A shall pay 100% of the required member contribution, which is 7%.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying the required member contribution of 7%, members covered by this subsection A who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of compensation earnable toward the City's normal cost of pension benefits as permitted by Government Code 20516, for a total of 10%. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

B. Retirement Benefits for Miscellaneous Members Hired on or After January 1, 2013, and Who Are Not Classic members as determined by CalPERS.

Subsection B applies to miscellaneous members hired on or after January 1, 2013, who are not classic members as determined by CalPERS.

Benefit Formula: Members hired on or after January 1, 2013, who are not classic members as determined by CalPERS shall be eligible to receive the 2% at 62 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for members covered by this subsection B shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Member Contribution: Members covered by this section shall pay 100% of the required member contribution, which is 50% of the normal costs established by CalPERS.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying 50% of normal costs as described above, members covered by this subsection B who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

8.7.23 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

8.7.34 OMCA members shall pay full employee's share of the PERS contribution (7% for Miscellaneous). As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each member shall pay through payroll deductions the CalPERS contributions described in this Article with state and federal income tax on the CalPERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8.7.45 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the California Public Employees' Retirement Law ("PERL"), including the Public Employee Pension Reform Act of 2013 ("PEPRA"), as it May be amended from time to time. In the event that the provisions of PERL/PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PERL/PEPRA shall prevail.

8.8 FURLOUGH

Effective on the first day of the first full pay period after Council approval of this MOU, all employees in the bargaining unit will be subject to a work furlough that will reduce their salary and associated payments by ten percent (10%). The savings realized by the City associated with this work furlough and salary reduction will be placed in a PERS Rate Stabilization Trust to assist the City in funding future increases to PERS rates.

Under the work furlough program, each employee's work schedule shall be reduced by 8 hours per pay period, with an accompanying salary reduction of ten percent (10%) for each pay period. To implement the furlough, each represented employee may elect any one of the following schedules:

- A 4-day, 9-hour per day work week, so that 72 hours are worked per pay period;
- A 4-day, 10-hour per day work week with 8 hours off scheduled during the pay period so that 72 hours are worked per pay period;
- A 5-day, 8-hour per day work week with 8 hours off scheduled during the pay period so that 72 hours are worked per pay period.

The City shall work with each represented employee to establish a regular work period in accordance with the above options.

~~8.7 P.E.R.S. CONTRIBUTIONS~~

~~8.7.1 The City agrees to continue providing classic OMCA members with PERS retirement benefits under the 2% at 55 formula for Miscellaneous Employees or 2% at 50 for Safety Employees to include the single highest year benefit.~~

~~8.7.2 Effective January 1, 2013 and upon hire, all new OMCA members shall receive the 2% at 62 formula for Miscellaneous Employees or 2% at 57 for Safety Employees, shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off of their three (3) highest years.~~

~~"New members" shall be defined as individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.~~

~~All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.~~

~~8.7.3 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.~~

~~8.7.4 OMCA members shall pay full employee's share of the PERS contribution (7% for Miscellaneous and 9% for Safety). This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax.~~

~~8.7.5 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.~~

8.9~~8~~ DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMCA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

~~8.10~~9 ~~Overtime – For Non-Exempt Classifications Only~~

~~Members required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 240 hours. By submitting a fourteen (14) day advance written notice, members may request payment from their individual accounts of some or all of the amounts therein, which shall be paid during the next payroll period.~~

Section 9 HOSPITAL MEDICAL BENEFITS

9.1 Health Insurance for represented employees hired by the City before October 1, 2016 - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans up to the following amounts:

	Gold PPO	HDHP-10%	Silver PPO
EE Only	100%	100%	100%
EE + 1	$906.39	$879.92	$853.45
EE + Family	$1,075.50	$1041.09	$1,006.68

~~Effective January 1, 2015, City will increase its Employee + 1 and Employee + family contribution by $75.00 (seventy-five dollars) per month.~~

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMCA~~OMMA~~ members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMCA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

9.2 Health Insurance for represented employees hired by the City on or after October 1, 2016 - The City will provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans limited to a maximum of 100% of the premiums for the lowest cost premium for employee-only medical and dental plans. Represented employees shall be responsible for paying any premium amounts above this level. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

9.3 Health Insurance Review Committee

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMCA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive

overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

9.3 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.

9.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.

9.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

Section 10 PROFESSIONAL AND EDUCATIONAL INCENTIVES

10. 1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.

10.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the employer.

10.3 The City will make available to each member a maximum of $1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC-accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.

2. Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows;

a. The program curriculum will include classes already passed which relate to the degree or certification.

b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.

3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.

4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

10.4 A member who obtains a Master's Degree from a WASC-accredited institution that is not a requirement of their position and provides documented proof of such degree, shall receive an educational incentive equal to 3% of their base salary per month.

10.5 The City shall assume liability for notary duties performed by OMCA members in the scope of their City employment.

10.6 Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate's or Bachelor's Degree) and provides documented proof of such degree, shall receive an educational incentive payment equal to:

60 units/AA/AS -- $125 per month pay increase;
BA/BS -- $250 per month pay increase.

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees, it shall automatically be eliminated for the OMCA bargaining unit.

Section 11 RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 through 19 years	$150.00 per year

20 years or more.....$300.00 per year

The City Council shall decide on the timing and manner for the award presentations.

The length of service pay provided by this Section 11 shall not apply to employees hired on or after October 1, 2016.

Section 12 VACATION POLICY

12.1 Every employee who on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Two (2) weeks (ten (10) working days) with pay if the employee shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Three (3) weeks (fifteen (15) working days) with pay if the employee shall have been in the service of the City for a period of five (5) years or more but less than twelve (12) years prior to such anniversary date.

12.2 Upon the completion of twelve (12) years of service with the City the employee shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).

12.3 Unused vacation benefits may be accumulated from prior anniversary years. Employees hired by the City prior to October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to three (3) times the employee's annual earned vacation. Employees hired by the City on or after October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to one (1) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.

~~Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the employee shall cease to earn vacation benefits that exceed three (3) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.~~

12.4 For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.

12.5 An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to

pay in lieu thereof. Normally, the City shall not pay an amount in excess of the ceiling referenced in 12.3.

12.6 An employee, who, during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days, shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12 the vacation the employee would have earned had the anniversary year been fully worked.

12.7 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request.

Section 13 ADMINISTRATIVE LEAVE

All former Mid-Management (OMMA) personnel, who were hired by the City prior to October 1, 2016, are eligible for 48 hours per fiscal year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

All former Confidential (OCCU) personnel, who were hired by the City prior to October 1, 2016, are eligible for 69 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per fiscal year. Such leave may be taken upon approval of the Department Head, any time after it has been earned.

Employees who were hired by the City on or after October 1, 2016 are eligible for 24 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

~~All former Mid-Management (OMMA) personnel are eligible for 48 hours per calendar year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been allocated.~~

~~All former Confidential (OCCU) personnel are eligible for 69 hours per calendar year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per calendar year. Such leave may be taken upon approval of the Department Head, any time after it has been allocated.~~

Section 14. HOLIDAYS

14.1 The following shall be paid holidays to all employees:

(1) New Year's Day, January 1
(2) Martin Luther King Day, January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Independence Day, July 4
(7) Labor Day, the 1st Monday in September
(8) Veteran's Day, November 11
(9) Thanksgiving Day, 4th Thursday in November
(10) The day after Thanksgiving
(11) The last working day before Christmas
(12) Christmas Day, December 25

14.2 Employees shall be compensated for each holiday based on the amount of time in the regularly assigned shift on the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee may flex the holiday to a work day during the same pay period. The specific work day selected is subject to approval by the employee's supervisor. ~~by eight (8) hours of straight time compensation.~~

14.3 Subject to concurrence of all other City employee Associations, City and OMCA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).

Section 15 SICK LEAVE ACCUMULATION

15.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.

15.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) work day for each month of service beginning the first calendar month following regular probationary employment.

15.3 An employee returning to duty after an absence of more than two (2) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate or personal affidavit showing the nature of the sickness or injury.

15.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.

15.5 Sick Leave Conversion: An employee represented by the Association and hired by the City prior to October 1, 2016 who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement. Employees hired by the City on or after October 1, 2016 are not eligible to convert accumulated sick leave to purchase medical insurance at retirement.

15.6 For employees hired by the City prior to October 1, 2016, ~~T~~the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January/June, July/December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established. Employees hired on or after October 1, 2016 shall not be eligible to receive any extra day of vacation under this section, regardless of their attendance record.

15.7 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

Section 16 LEAVES OF ABSENCE

16.1 Bereavement Leave:

Employees hired by the City prior to October 1, 2016 who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, for members of the employee's immediate family, as defined below. Employees hired by the City on or after October 1, 2016 who have completed six (6) months of service are entitled to receive up to three (3) days bereavement leave, for members of the employee's immediate family, as defined below. Bereavement leave shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family:

spouse, registered domestic partner, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in- law, including domestic partner in-laws.

~~Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.~~

16.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

16.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

16.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is for more than thirty (30) days, the employee:

A. Shall not accrue seniority or employee benefits of any kind.

B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

16.5 Safety Incentive Program

Employees hired by the City on or after October 1, 2016 shall not be eligible to participate in the City's Safety Incentive Program and will not accrue safety incentive comp time.

Section 17. JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

Section 18 RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OCMA without written mutual agreement of the parties.

Section 19 INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

Section 20 BULLETIN BOARD

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

Section 21 PAYROLL DEDUCTIONS

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

Section 22 INJURIES IN THE COURSE OF EMPLOYMENT

22.1 Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.

22.2 All members of the OCMA (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an off-set of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (22.2) does not apply to retired members.

22.3 Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Leave with Pay for Medical Treatment

A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.

B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.

C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.

D. This Section shall be implemented by an individual agreement between employer and employee, and be signed off by the City's Physician.

Section 23 DISCIPLINE

23.1 The City may discharge, demote or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., time card, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

23.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.

23.3 Departmental Action Prior to Imposition of Discipline: Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the Department Head or person authorized by him shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

23.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

1. a statement of the disciplinary action to be taken against the employee,

2. a summary of the facts upon which the disciplinary action is based,

3. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum of Understanding.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

23.5 Appeals of Discipline for Permanent Members:

A member may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance procedure within ten (10) days of receiving the notice of disciplinary action.

Section 24 GRIEVANCE PROCEDURE

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville's Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OCMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OCMA representative may within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days from the date of the Step 2 meeting.

Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OCMA to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step 3.

Step 4b: Upon receipt of request by OCMA to submit a grievance to arbitration, the City will set a day acceptable to both parties. City and the OCMA will choose from the State of California Conciliation and Mediation Service an arbitrator to become the individual to hear all cases involving the parties. The parties agree to act expeditiously in the selection of an arbitrator. If the OCMA and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its

representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the OCMA. The City and OCMA shall pay the compensation and expenses for their respective witnesses. At the OCMA's request, the City shall release members from duty to participate in arbitration proceedings.

Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the OCMA and the aggrieved member, if any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Resolution.

Step 4d: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled "Grievance Procedure", will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4e: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OCMA's President shall be given an opportunity to be present at such adjustment.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of their return to work. All meetings will be conducted in Oroville.

If the member or the OCMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OCMA.

Section 25 PEACEFUL PERFORMANCE

The parties of this Memorandum recognize and acknowledge that the services performed by the City Employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances during the term of this agreement will the Association recommend, encourage, cause of permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay in, sickout, slowdown, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 26 SAVINGS CLAUSE

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 27 COMPLETION OF BARGAINING

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other an agreement or inducements written or oral, other than~~then~~ those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, and for the reopeners described below, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Notwithstanding the above, the parties agree to the following re-openers during the term of this MOU:

- 2017-2018 Fiscal Year: No reopeners;

- 2018-2019 Fiscal Year: At OCMA's request made on nor before July 1, 2018, the MOU may be reopened to consider changes for the 2018-2019 fiscal year;

- 2019-2020 Fiscal Year: At OCMA's request made on or before July 1, 2019, the MOU may be reopened to consider changes for the 2019-2020 fiscal year.

Section 28 TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective **July 1, 2017~~2014~~** and shall remain in effect through **June 30, 2020~~2015~~**, and shall continue thereafter unless either party gives written notice to the other party prior to March 1st, 2020~~2015~~ requesting negotiation of a new Memorandum of Understanding with an effective date of July 1, 2020~~2015~~.

This Memorandum recommended to the City Council of the City of Oroville on ~~September 2, 2014~~ October 17, 2017.

OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION (OMCA)

Amy Bergstrand, OMCA President

Steve Allen, OMCA Labor Rep

CITY OF OROVILLE

Donald Rust, Acting City Administrator

Approved as to Form:

Scott Huber, City Attorney

Executed by:

Linda Dahlmeier, Mayor

EXHIBIT A

Job Classifications	Department
Accounting Manager	Finance
~~Administrative Assistant - Administration (hourly)~~	~~Administration~~
Assistant City Clerk	Administration
~~Battalion Chief~~	~~Fire~~
~~Chief Building Official~~	~~Community Development~~
Economic Development Manager	Administration
Enterprise Zone/Business Assistance Coordinator	BAHD
Human Resource ~~Analyst II~~ Manager	Administration
Information Technology Manager	Administration
Management Analyst III	BAHD
~~Police Lieutenant~~	~~Police~~
Program Specialist	Administration
Senior Civil Engineer	Community Development

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

RE: **2017 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council will conduct a public hearing and may consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2017 Community Development Block Grant (CDBG) Program funding.

DISCUSSION

On September 5th and continued to 19th, October 3rd and 17th, the Council conducted a public hearing to solicit public comments and input on design of the proposed application to request funds from the 2017 State CDBG Program.

The 2017 CDBG Notice of Funding Availability (NOFA) was made available September 1, 2017. Applications are due no later than 5:00 p.m., December 1, 2017. Upon authorization by City Council, staff will submit applications for funding for the following activities:

Program Activity:

General Administration	$ 104,651
Homeownership Assistance Program	$ 930,232
Public Service-Code Enforcement	$ 279,070
Public Service-Catalyst Domestic Violence	$ 186,047

Total $1,500,000 CDBG Funds

Supplemental Activity:

Clearance of Slums and Blight-Spot Blight

The application is a large document; therefore, a copy of the entire application will be available for review at the Business Assistance/Housing Development Director's Office upon its completion. The application will include a citizen participation plan, program narrative, and applicable attachments.

FISCAL IMPACT

If the grant is awarded, it will be brought back for the allocation of a budget.

RECOMMENDATION

Adopt Resolution No. 8666 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2017 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

ATTACHMENTS

A - Resolution No. 8666

CITY OF OROVILLE
RESOLUTION NO. 8666

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2017 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

BE IT RESOLVED by the City Council of the City of Oroville as follows:

SECTION 1:
The City of Council has reviewed and hereby approved an application for up to $1,500,000 for the following activities:

General Administration (GA)	$104,651
Homeownership Assistance	$930,233
Public Service (Code Enforcement)	$279,070
Public Service (Catalyst Domestic Violence)	$186,047

SECTION 2:
The City had determined that state and federal citizen participation requirements were met during the development of this application.

SECTION 3:
The City hereby approved the following Supplemental activity, to be funded during the expenditure period of the grant:

Clearance of Slums and Blight

SECTION 4:
The City hereby authorizes and directs the Acting City Administrator, or designee, to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 5:
If the application is approved the Mayor, or designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 6:
If the application is approved, the Finance Director, or designee, is authorized to sign Funds requests and other reporting forms.

The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Donald Rust, Acting City Clerk

PUBLIC HEARING NOTICE FOR SUBMITTAL OF STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN that the City of Oroville will conduct a public hearing by the City Council on Tuesday, November 7, 2017, at 6:30 p.m., in the City Council Chambers, 1735 Montgomery Street, Oroville, CA, in order to discuss the submittal of an application in response to the 2017 Community Development Block Grant (CDBG)Notice of Funding Availability (NOFA), and to solicit citizen input.

The Business Assistance and Housing Development Department, on behalf of the City of Oroville is applying for a grant in the amount of $1,500,000 and the approval to expend approximately $400,000 in existing or anticipated Program Income under the NOFA for the following eligible activities:

General Administration Homeownership Assistance:	$ 104,650
Homeownership Assistance Activity:	$ 930,233
Public Service Activity (Code Enforcement):	$ 279,070
Public Service Activity (Catalyst Domestic Violence):	$ 186,047
	$1,500,000

Supplemental Activity (Program Income)	
Clearance of Slums and Blight-Spot Blight	$400,000 (anticipated)

The purpose of the public hearing is to give citizens an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing, please contact the City Clerk's office at 530-538-2405.

If you are unable to attend the public hearing, you may direct written comments to the City of Oroville, Business Assistance and Housing Development Department at 1735 Montgomery St., Oroville CA 95965, or email abergstrand@cityoforoville.org, or you may telephone Amy Bergstrand at 530-538-2495. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays,

In addition, copies of State Regulations, minutes of previous meetings, performance reports and public information file are available for review at the Business Assistance and Housing Development Department.T.D.D.530-538-2519.

The City of Oroville promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

_____

Donald Rust, Acting City Administrator

Public Hearing Notice published in the Oroville Mercury Register on Saturday, October 28, 2017.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **MIKE MASSARO, CONTRACT CITY ENGINEER**
PUBLIC WORKS DEPARTMENT

RE: **CONTRACT WITH FRANKLIN CONSTRUCTION RELATING TO THE REGIONAL SURFACE TRANSPORTATION PROGRAM STREET REPLACEMENT PROJECT BID AWARD**

DATE: **NOVEMBER 14, 2017**

SUMMARY

The Council may consider awarding a Contract with the lowest responsive bidder, Franklin Construction, in the amount of $644,813, and an additional 10% contingency, relating to the Regional Surface Transportation Program (RSTP) Street Replacement Project.

DISCUSSION

On Tuesday October 17, 2017 at 2:00 PM, the Public Works Department held a bid opening for the RSTP Street Rehabilitation Project. The following are the bid results for this project:

Rank No.	Company	Bid Amount
1	Franklin Construction	$644,813
2	Lamon Construction	$696,322
3	Knife River Construction	$709,542
4	All-American Construction	$848,552

The Engineer's Estimate for construction was $866,330. This cost included the Base bid plus the alternative bid.

We have verified that the two lowest bidders meet all the requirements needed to be considered a qualifying responsible bid.

We would like to move forward with the award of this project to Franklin Construction, the lowest bidder.

Construction is anticipated to begin in the Spring of 2018. This project utilizes funds from the State's RSTP, from the Local Transit Fund allocated to the City of Oroville via the Butte County Association of Governments (BCAG), and also the States new Road Maintenance and Rehabilitation (SB1) allocation, for use in pavement rehabilitation and

maintenance.

FISCAL IMPACT

Funding for the design and construction of the Street Replacements is provided by the City of Oroville's RSTP 115 $682,000 and Local Transit Fund 108, $93,000, and an additional allocation via SB1 for Road Maintenance and Rehab from the Special Gas Tax Fund 117 of $101,679 for a total budget of $876,679.

RECOMMENDATIONS

Adopt Resolution No. 8667 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH FRANKLIN CONSTRUCTION, THE LOWEST RESPONSIVE BIDDER, IN THE AMOUNT OF $644,813, AND AN ADDITIONAL 10% CONTINGENCY, RELATING TO THE REGIONAL SURFACE TRANSPORTATION PROGRAM STREET REPLACEMENT PROJECT – (Agreement No. 3238).

ATTACHMENTS

A – Resolution No. 8667
B – Agreement No. 3238

CITY OF OROVILLE
RESOLUTION NO. 8667

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH FRANKLIN CONSTRUCTION, THE LOWEST RESPONSIVE BIDDER, IN THE AMOUNT OF $644,813, AND AN ADDITIONAL 10% CONTINGENCY, RELATING TO THE REGIONAL SURFACE TRANSPORTATION PROGRAM STREET REPLACEMENT PROJECT

(Agreement No. 3238)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Contract with Franklin Construction relating to the Regional Surface Transportation Program Street Replacement Project.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

CONSTRUCTION CONTRACT

This contract for construction ("Contract") is made and entered into the 7th day of November, 2017, by and between City of Oroville (“City”), 1735 Montgomery Street, Oroville, California and Franklin Construction, Inc. ("Contractor"), 217 Flume St. Suite 200, Chico, CA 95928, Contractor's License No. 567469, Class A.

1.00. General Provisions

1.01. Purpose of Contract. Road Maintenance and Rehabilitation at 2nd Street, Myers Street and Wyandotte Ave, Glen Avenue, and Oak Street.

1.02. Contract Price. Contractor shall be paid the amount of Six Hundred Forty Four Thousand Eight Hundred Thirteen Dollars ($644,813.00) (“Contract Price”) for the performance of the work required by the Contract. The Contract Price is based on a sealed bid made by the Contractor dated October 17, 2017 and accepted by City on October 17, 2016, ("Contractor's Bid").

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, machinery, equipment, permits and services and shall perform and complete in a satisfactory and workmanlike manner all the work as described in the Contract Documents.

1.04. Time of Commencement and Completion.

(a) The Notice to Proceed (NTP) shall be issued for the date agreed by the city and contractor as long as the agreement has been executed and the City has received the bonds and insurance documentation required per contract. If contractor and city cannot come to an agreement on the NTP date, then March 19th, 2018 will become the automatic NTP date.

(b) All work shall be satisfactorily completed for the entire project within forty five (45) working days from the agreed upon NTP date. Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.

(c) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.

(d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.

(e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would suffer damages, but that such damages would be extremely difficult to ascertain.

Therefore, it is agreed that a reasonable estimate of the damages to be suffered by City, in the event that final completion is not achieved by the date recited, and no extension of time has been approved by the City fine is one hundred ($100) dollars per day for each day of delay.

(f) Time is of the essence of this Contract.

1.05. Contract Documents. This Contract shall consist of the general terms, conditions and references contained herein and the following documents:

The complete contract is comprised of and may or may not include : Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

1.06. Method of Payment.

(a) Upon application for payment submitted by the Contractor, and approved by the City inspectors, and based on job progress, the City shall make, or cause to be made, progress payments to the Contractor. Said payments shall at no time represent no more than ninety percent (90%) of the value of the work performed.

(b) Final payment of any retention made by the City to the Contractor for the performance of this contract, except sums retained for cause, shall be made thirty (30) days after the Notice of Completion for the work is issued by the City if: 1) Contractor has provided City with the warranties and guarantees required by this Contract; and 2) no claims against the Contractor have been filed with the City or against the Property prior to the expiration of the thirty days. Until any such claims have been satisfied or released, sufficient funds shall be withheld from the monies due Contractor to satisfy such claims.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

1.08. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless City from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Contractor or any of its subcontractor (or any agent, employee, or servant thereof) in performance of this Contract, except where caused by the active negligence, sole negligence or willful misconduct of the City. Contractor waives any and all right to any type of express or implied indemnity against the City and its officers and employees.

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

(a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.

(b) Upon termination of this Contract for its breach by Contractor, the Contract Price shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

1.11. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Contractor at the following address:

Franklin Construction, Inc.
217 Flume St. Suite 200,
Chico, CA 95928

(b) The City at the following address:

City of Oroville
City Administrator
1735 Montgomery Street
Oroville, CA 95965

2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City evidencing insurance coverage as shown in Exhibit “A”.

2.02. Bond: bidder will be required to furnish a Performance Bond for 100 percent of the contract price to secure fulfillment of all the bidder's obligations under such contract. The successful bidder will further be required to furnish a Labor and Material Bond for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges necessary for the completion and execution of the work to be performed.

2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.

2.05. Maintenance of the Property:

(a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.

(b) Protect City’s property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.

2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.

2.07. Inspection:

(a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.

(b) Cooperate with the City in completing progress inspections and final inspection of the work.

2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.

3.00. GENERAL OBLIGATIONS

3.01. There shall be no changes, additions, or deletions to this Contract or the Contract Documents without prior written approval of the Contractor and City. Any change orders must be signed by the Contractor and the City.

3.02. City shall cooperate with the Contractor to facilitate the performance of work.

4.00. ACCEPTANCE/PROJECT CLOSEOUT

4.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet at the Property. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.

4.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City, the City shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the City in the office of the county recorder of the county in which the Property is located.

4.03. Final Payment:

(a) When the Contractor submits notice to the City that the work is ready for final inspection, Contractor shall also submit a request for final payment containing all of the information required by Section 1.06 (c) of this Contract. In addition, Contractor shall at the same time submit from all subcontractors and person supplying labor or materials to Contractor, a "Conditional Waiver and Release Upon Final Payment" in the form prescribed by Section 3262 of the City Code.

(b) Payment in accordance with the Request for Payment shall be made for ninety percent (90%) of the value of the work (as determined by the City) for which the Final Payment is requested thirty-five (35) days after completion of Final Inspection, provided that 1) the work for which payments is requested shall have actually been performed as per the Contract Documents to the satisfaction of the City and; 2) all the releases required in Section 4.04.a. have been provided; and 3) Contractor has provided City with the warranties and guarantees and as built drawings, plans and specifications required by this Contract.

4.05. Release of Retention: Payment of all sums retained except those retained for cause shall be made to the Contractor no sooner than thirty (30) days after issuance of the Notice of Completion.

5.00. DISPUTE RESOLUTION

Any dispute which arises under this Contract, and which remains unresolved for fifteen (15) working days after the City has been informed in writing of the dispute by either party, shall be subject to Public Contract Section 20104.etseq.

6.00. MISCELLANEOUS PROVISIONS

6.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

6.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.

6.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

By: _____ Date: _____.
Franklin Construction, Inc. Contractor

CITY OF OROVILLE

By: _____ Date: _____.
Linda L. Dahlmeier, Mayor

A – Insurance Requirements

EXHIBIT - A

INSURANCE REQUIREMENTS FOR CONTRACTORS

At no additional cost to City, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE:

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: $1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

E. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Bests' rating of no less than A:VII.

F. VERIFICATION OF COVERAGE:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT PLANNER**
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **REQUEST TO AMEND ORDINANCE NO. 1794 TO RESTRICT THE SALE OF MENTHOL CIGARETTES AND OTHER FLAVORED TOBACCO PRODUCTS WITHIN THE CITY LIMITS**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider a request from the California Health Collaborative for an amendment to Ordinance No. 1794 restricting the sale of menthol cigarettes and other flavored tobacco products within the City limits.

BACKGROUND

The City of Oroville met with the Director of Program Services for the California Health Collaborative and received a request to update the City of Oroville current Ordinance No. 1794 to restrict the sale of menthol cigarettes and other flavored tobacco products.

Currently, Ordinance No. 1794 enforces several requirements for the purchase of tobacco products and paraphernalia:

(d) POSITIVE IDENTIFICATION REQUIRED. No Person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another Person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.

(e) MINIMUM AGE FOR PERSONS SELLING TOBACCO. No Person who is younger than the minimum age established by state law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(f) SELF-SERVICE DISPLAYS PROHIBITED. Tobacco Retailing by means of a Self-Service Display is prohibited.

(g) FALSE AND MISLEADING ADVERTISING PROHIBITED. A Tobacco Retailer or Proprietor without a valid Tobacco Retailer license, including, for example, a person whose license has been revoked:

(1) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the

Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

12A-9. COMPLIANCE MONITORING.

Compliance checks shall be conducted so as to allow the City to determine, at a minimum, if the Tobacco Retailer is conducting business in a manner that complies with laws regulating youth access to Tobacco. When the Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to Tobacco Retailing.

12A-12. ENFORCEMENT.

(a) Violations of this chapter are punishable by a civil fine not less than two hundred fifty dollars ($250) and not exceeding one thousand dollars ($1,000) per violation (California Government Code Section 36901).

(b) Violations of this chapter are hereby declared to be a public nuisance.

A total of one smoke shop is allowed within City limits for every 4,000 City residents. These regulations are intended to allow persons to establish smoke shops in the City of Oroville in a manner that protects the City's public health, safety and welfare by limiting the number of smoke shops in the City limits with respect to the City's population size.

DISCUSSION

According to the California Department of Public Health, in the United States (U.S.), consumption of flavored tobacco products such as cigars, cigarillos, smokeless tobacco, shisha or hookah tobacco, and liquid nicotine solutions (used in electronic smoking devices) have increased in recent years. These products come in a variety of flavors including chocolate, berry, cherry, apple, wintergreen, and peach and are sold in colorful packaging, which make them especially appealing to young people. There is growing concern that flavored tobacco products help users develop habits that can lead to long term nicotine addiction.

The California Health Collaborative is requesting that the city amend the current Ordinance No. 1794 to restrict the sale of menthol cigarettes and other flavored tobacco products. Additionally, the California Health Collaborative is requesting an increase in the fee for the Tobacco Retailers License.

Staff gathered the necessary information to use of the calculator, provided by Change Lab Solutions, to determine an appropriate fee that adequately supports the costs associated with implementing and enforcing the proposed amendments to Ordinance No. 1794. The resulting fee determination was $238.64, an increase of $202.64 to adequately enforce the proposed amendments.

FISCAL IMPACT

Fees that are collected as a result of the adoption of this Ordinance are intended to cover the cost of City staff time spent on work tasks that result from the adoption of this Ordinance. As a result, there will be no net fiscal impact.

Any revenues that may result from this Ordinance would likely come from the collection of fines from those found in violation of this Ordinance. This is neither desired nor expected.

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENTS

A – Summary Budget

ATTACHMENT "A"

By Category

Name	Year 1	Subsequent Years
Establish, maintain, and administer TRL system	$2,045.56	$2,045.56
Enforcement: conducting compliance checks	$3,428.34	$3,428.34
Enforcement: after the compliance checks	$2,837.14	$2,837.14
Miscellaneous	$518.81	$518.81

By Department

Name		Year 1	Subsequent Years
Business License Department			
Staff Assistant		$2,203.32	$2,203.32
Non-Staff		$0.00	$0.00
	Total	$2,203.32	$2,203.32
Police Department			
Detective		$2,303.28	$2,303.28
Non-Staff		$0.00	$0.00
	Total	$2,303.28	$2,303.28
City Attorney Office			
City Attorney		$692.00	$692.00
Non-Staff		$0.00	$0.00
	Total	$692.00	$692.00
Municipal Law Enforcement			
Patrol		$2,892.75	$2,892.75
Non-Staff		$0.00	$0.00
	Total	$2,892.75	$2,892.75
Planning Division			
Associate Planner		$738.33	$738.33
Non-Staff		$0.00	$0.00
	Total	$738.33	$738.33

Summary

	Year 1	**Subsequent Years**
Total Staff Costs	**$8,829.68**	**$8,829.68**
Total Non-Staff Costs	**$0.00**	**$0.00**
Grand Total Cost	**$8,829.68**	**$8,829.68**

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DONALD RUST, DIRECTOR (530) 538-2433**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **REQUEST FOR PROPOSALS FOR CONTRACT PLANNING SERVICES TO PROCESS THE RIO D' ORO SPECIFIC PLAN ANNEXATION PETITION**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council will consider providing staff with direction to send a Request for Proposals (RFP) for contract planning services to process the Rio d' Oro Specific Plan Annexation Petition.

DISCUSSION

On February 19, 2016, the City received the initial annexation petition for the Rio d' Oro Specific Plan from Lucky Hill Properties, LLC c/o Scott Belyea (Applicant). At that time staff determined the application was incomplete, which led to a series of communications between the Applicant and staff regarding the additional information requested for the City to deem the application complete.

On October 16, 2017, a meeting was held between the City, Butte LAFCo staff, a representative from the Regional Water Quality Control Board, the Applicant and other members of his development team. As part of the discussion, it was determined that, in an effort to ensure the annexation petition and additional environmental review can be completed in a timely manner, hiring a planning consultant to work solely on processing this annexation petition was recommended. The Applicant concurred.

To ensure the annexation petition can be processed appropriately so all relevant information can be considered by the Oroville City Council and the Butte Local Agency Formation Commission, the City will draft a RFP to hire a consultant that will be funded by the Applicant and dedicated to processing this annexation petition only. The consultant selected will provide contract planning services to the City of Oroville, as directed by the Director of Community Development, for processing the annexation petition of the Rio d' Oro Specific Plan which will include the following services:

- Appropriate level of environmental review in compliance with the California Environmental Quality Act (CEQA);

- Completion of Butte Local Agency Formation Commission Application for Annexation (Applicant must provide all information needed to ensure a complete application can be submitted);
- Preparation of staff report(s) and resolution(s) to City Council;
- Presentations of staff report to City Council, as necessary; and
- Other tasks as directed by the City, in consultation with the Applicant.

The proposed development project still has final decisions pending, such as which wastewater treatment option will be definitively selected. As the Butte LAFCo application for annexation requests certain information that their Commission will review for final determination of annexation, City is required to provide this information and submit proof that the appropriate level of environmental review has occurred. Some questions that still remain ambiguous and require further clarification include the provision of infrastructure and public services, specifically wastewater treatment and disposal and domestic water supplies.

The planning consultant selected will work with the Regional Water Quality Control Board to ensure that the wastewater treatment option that is selected by the Applicant will be properly analyzed per their guidance.

FISCAL IMPACT

Applicant will fully fund all contract planning services and staff time spent on processing the annexation petition.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

A – Draft Request for Proposals
B – Project Description
C – Draft Development Agreement

Request for Proposals (RFP)

Rio d'Oro Specific Plan: Annexation Petition Environmental Planning Consulting Services

The City of Oroville (City) is seeking a qualified professional environmental consulting firm (Consultant) to submit a proposal to assist the City in processing an annexation petition for the Rio d'Oro Specific Plan and the appropriate level of CEQA environmental review. The scope of work, the content of the proposal, and the selection process are described in this Request for Proposal (RFP).

Tentative Schedule:

- RFP release: November 8, 2017
- Proposal due: November 30, 2017
- Selection of proposer: December 2017
- Contract negotiation and approval: December 2017

Proposal Submission: Four (4) hard copies (1 original and 3 copies) and one (1) electronic copy (CD or flash drive) of the proposal must be received no later than **4:30 p.m. on Thursday, November 30, 2017. Proposals must be submitted to:**

Attn: Luis A. Topete, Associate Planner
City of Oroville
Community Development Department
1735 Montgomery Street
Oroville, CA 95965

Contact: Please direct any questions to Luis A. Topete, Associate Planner, at ltopete@cityoforoville.org or (530) 538-2408.

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I. PROJECT DESCRPTION

The annexation petition is for the annexation of seven parcels comprising the Rio d'Oro Specific Plan in addition to 32 parcels to the north of Rio d'Oro on the west side of State Route 70 and Pacific Heights Road. Rio d'Oro is comprised of residential, commercial, public facility, park and open space, and environmental conservation uses within five villages. The 32 additional parcels subject to annexation are comprised of undeveloped land, mobile home/recreational vehicle uses and various commercial/light industrial uses.

The seven parcels comprising Rio d'Oro and the corresponding acreage are as follows:

Rio d'Oro Specific Plan Annexation Area

Parcel	Assessor Parcel Number	Acreage
A	025-350-035	176.12
B	025-360-001	118.73
C	025-240-054	196.03
D	025-240-009	14.81
E	025-240-069	22.60
F	025-240-075	129.54
G	025-370-010	34.25
Total		692.08

The 32 parcels comprising the remainder of the annexation area and corresponding acreage are as follows:

Proposed Annexation Area North of Rio d'Oro

Parcel	Assessor Parcel Number	Acreage
1	025-370-003	0.44
2	025-370-002	0.42
3	025-370-007	0.51
4	025-370-008	0.53
5	025-370-009	0.47
6	025-370-004	0.04
7	025-370-001	2.14
8	035-490-010	2.26
9	035-490-011	1.28
10	035-490-004	6.33
11	035-490-005	5.72
12	035-480-016	3.87
13	035-480-015	3.89
14	035-480-014	3.91
15	035-480-013	7.12
16	035-480-041	3.56
17	035-480-042	3.55
18	035-480-048	9.26

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19	035-490-024	5.81
20	035-490-076	5.23
21	035-490-075	4.17
22	035-480-065	2.73
23	035-480-068	5.21
24	035-480-071	10.75
25	035-480-067	2.55
26	035-480-069	2.12
27	035-340-001	1.86
28	025-380-013	59.08
29	035-490-001	18.00
30	035-480-051	13.40
31	035-480-077	14.16
32	035-340-046	15.19
Total		215.56

II. PROJECT LOCATION

The annexation area is located within unincorporated Butte County, south of the existing City of Oroville municipal boundary and west of Palermo, in California's northern Central Valley. The project area is generally located between Palermo Road to the south and Georgia Pacific Way to the north. Portions of the annexation area are bisected north/south by State Route 70 (SR 70) and bounded on the west by Pacific Heights Road. The proposed Specific Plan Area is approximately 692.08 acres in size; the majority of the proposed Specific Plan Area is located west of SR 70. Approximately 164 acres of the Specific Plan Area are located east of SR 70, just north of Palermo Road. The remaining portion of the annexation area is 215.56 acres and comprised of 32 parcels. The annexation would include a total of 39 parcels comprising 907.64 acres.

III. PURPOSE FOR ANNEXATION

The annexation is being proposed to facilitate access to public services and utilities provided by the City of Oroville and South Feather Water and Power. The applicant has no plans to develop land or request a change in land use within the annexation area outside the Rio d'Oro Specific Plan.

IV. CURRENT LAND USE

The proposed Rio d'Oro Specific Plan area is currently undeveloped; however, the owner is in the process of planting a walnut orchard that will eventually cover approximately 293 acres.

Existing topography is primarily rolling hills predominantly covered in grassland and oak woodland vegetation. Two wooded arroyos bisect the Specific Plan area. Rural residential uses, Pacific Heights Road and the Feather River Wildlife Area generally form the westerly boundary of the Specific Plan area. Approximately 164 acres of the Specific Plan area are

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located east of SR 70, just north of Palermo Road. This portion of the Specific Plan area is generally surrounded to the north and east by rural residential uses.

Land use within the annexation area to the north is comprised of undeveloped land, mobile home/recreational vehicle uses and various commercial/light industrial uses. Other uses in the area not subject to annexation include a sand and gravel mine to the north, the Powerhouse sand and gravel mine located approximately one mile south of the site and the Dingerville Recreational Vehicle Park and executive golf course located adjacent to and south of the Specific Plan boundary.

V. SPECIFIC PLAN CHARACTERISTICS

A. Summary of Proposed Specific Plan

The proposed Specific Plan area encompasses approximately 692 acres. Approximately 413 acres of conservation and scenic open space (as shown in Table 3). The overall project would include residential, commercial, public facility, park and open space, and environmental conservation uses within five villages. The villages are further divided into neighborhoods. The Rio d'Oro Village Concept shows the proposed layout of the villages including the environmental conservation area boundary northeast of the SR 70/Palermo Road intersection. The attached Land Use Plan, shows the breakdown of proposed uses within each village.

Summary of Proposed Specific Plan

Residential	**Gross Acres**	**Units (+/-)**
Low-Medium (3-6 du/ac)	128.5	510
Medium-High (6-14 du/ac)	162.0	1,535
High (14-20 du/ac)	26.8	485
Very High (20-30 du/ac)	6.3	170
Subtotal	**323.6**	**2,700 maximum**
Non-Residential	**Gross Acres (+/-)**	**Approximate Square Footage**
Retail and Business Services	23.5	200,000
Highway Services	4.3	48,000
Public Facility	25.9	
Subtotal	**53.7**	**248,000**
Parks	**Gross Acres (+/-)**	
Linear Park	11.9	N/A
Neighborhood Green	7.2	N/A
Village Green	12.5	N/A
Gateway Park	3.8	
Subtotal	**35.4**	**N/A**
Open Space	**Gross Acres (+/-)**	
Environmental Conservation	246.5	N/A
Scenic Open Space	29.8	N/A
Subtotal	**276.3**	**N/A**
Specific Plan	**689.0**	**N/A**

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Note: Total parcel acreage is 692.08. Specific Plan acreage shown in Table 3 is rounded and approximate.

Three commercial centers totaling approximately 248,000 square feet would be developed as part of the proposed project. Two commercial areas totaling 200,000 square feet would be located within Village 5. One would be located southwest of the SR 70/Ophir Road intersection and the other on either side of the primary arterial constructed through the northern portion of the Specific Plan. A highway commercial area totaling approximately 48,000 square feet is proposed at the northeast corner of the SR 70/Ophir Road intersection. Public facilities would include a school site (Village 3), a reclaimed water treatment and pump station and a public safety station capable of accommodating fire protection and law enforcement needs. A total of 65 acres would be developed for park (35 acres) uses and open space (30 acres) and 246 acres would be retained for environmental conservation purposes.

B. Advanced Wastewater Treatment Plant

The proposed project would use recycled water to irrigate nearly all community open space, parks, greenways, and landscaping within public areas. This system would divert a portion of treated effluent from the Sewerage Commission-Oroville Region (SC-OR) wastewater treatment plant prior to final discharge into the Feather River via the existing outfall located downstream of the Thermalito AfterBay outlet structure. The diverted water will undergo advanced (tertiary) treatment, disinfection, and storage prior to reuse in accordance with California Title 22 Standards. The proposed project could draw up to 1 million gallons per day (MGD) from the SC-OR outfall pipe located on the north side of the project boundary near the Pacific Heights Road/SR 70 intersection. Water would enter a wet well where it would be pumped approximately 0.25 miles to the proposed Advanced Wastewater Treatment Plant (AWTP) site located at the north end of Village 5. The AWTP would be housed in an architecturally compatible building approximately 2,000 square feet in size. Water would be treated using two parallel conventional mixed media filters each with 0.5 MGD capacity. A third filter may be added for redundancy and additional capacity if needed. Following filtration, water would pass through banks of ultra violet lights for disinfection. Material filtered from the water would be backwashed out of the filters and discharged into the Specific Plan wastewater system and returned to SC-OR. Following disinfection, the reclaimed water would be stored in two above ground steel storage tanks (500,000 gallons per tank) on the AWTP site and gravity fed into the reclaimed water irrigation system that would be installed throughout the project during construction of the backbone infrastructure system. It is expected that the AWTP facility would be maintained by the applicant or designated party to be determined.

No reclaimed water would be taken from the SC-OR facility as part of the Phase I development plan. Specific reclaimed water quantities and terms of use would be negotiated with SC-OR prior to development of the advanced wastewater treatment plant. It is understood that SC-OR is subject to specific effluent requirements per their National Pollution Discharge Elimination System (NPDES) permit. Thus, details regarding construction of infrastructure needed to pump and convey effluent to the project site and quantities of effluent that could be used by the project subject to SC-OR discharge

requirements will be determined as part of the planning process for subsequent phases of Rio d'Oro Specific Plan implementation.

C. Stormwater Detention Basin

Stormwater would flow into storm drains located along roadway corridors and conveyed via gravity to a 3-acre stormwater detention basin constructed at the west edge of the Specific Plan boundary adjacent to and north of the northern most arroyo between Villages 1 and 3. The detention basin would be designed to avoid increases in the peak flow off-site and ensure that treated stormwater complies with State Water Resources Control Board standards prior to metered discharge into the Oroville Wildlife Area and ultimately into the Feather River. Another smaller detention basin may be constructed upstream within the Specific Plan to attenuate peak flow and avoid increases in peak flow leaving the site. The specific basin size would be determined during project design and based on the 10-year and 100-year storm events.

D. Domestic Water

The Specific Plan area lies outside the existing service area but within the Sphere of Influence (SOI) of the South Feather Water and Power Agency (SFWPA). SFWPA has provided an initial will serve letter for the proposed project and prepared a Senate Bill 610 Water Supply Assessment (WSA) consistent with California Water Code Section 10912. Service commitments are subject to annexation of the Specific Plan into the SFWPA service area. A WSA was approved by the SFWPA Board of Directors on February 25, 2014.

SFWPA currently has water supply infrastructure east of the proposed project site. As part of the proposed project, approximately 3,500 feet of new 16-inch water main would be constructed from the northeast corner of the project site at the intersection of Pacific Heights Road/Ophir Road east along Ophir Road and connect to an existing 14-inch main near the intersection of Baggett Marysville Road and Ophir Road. From the Pacific Heights/Ophir Road intersection, a 12-inch main line would be constructed through the project site along the primary circulation road during development of the backbone infrastructure. The line would exit the site at the southern access road, extend south along Pacific Heights Road and connect to an existing SFWPA 8-inch main within Palermo Road at Lone Tree Road just east of SR 70. All development within the Specific Plan area would require connection to the existing SFWPA water system.

E. Wastewater Treatment

The project applicant is proposing to construct and operate an on-site recycled water facility to provide wastewater treatment and recycled water for irrigation. As proposed, the 1-2 acre site of the potential new WRF under this alternative would be located in Village 1 south of the primary access road to facilitate gravity flow of wastewater across the Rio d'Oro project area. This would minimize the need for pumping infrastructure.

The new WRF under this alternative would be designed and constructed to meet all Title 22 recycled water standards for unrestricted reuse utilizing state of the art controls and processing, including activated sludge, tertiary filtration and disinfection. The facility would be constructed in up to three phases with a modular, cast-in-place concrete, common-wall configuration. Small basins would be constructed during development of Phase I of the Rio d'Oro project (200 residential units) with temporary equipment sized to accommodate initial flows. Additional walls, equipment and the Administration and Operations building would be added during a subsequent phase(s) to complete construction while retaining the capacity to maintain a high level of water quality and avoiding under or overloaded conditions. All recycled water would be used on-site for irrigation purposes. The details of the on-site recycled water facility are under development.

F. Environmental Conservation

The Environmental Conservation designation has been applied to the arroyos, wetlands and other sensitive habitat areas within the Specific Plan Area to preserve the natural, environmental, and scenic integrity of the site. This designation encompasses approximately 247 acres and includes the arroyos, existing vernal pools and swales along SR 70 and setback areas adjacent to these resources. The intent of this designation is to provide for the permanent preservation of these sensitive environmental resources. The preservation zone within the arroyos is intended to minimize impacts to existing native habitat and conditions. This zone is defined by a required minimum setback of 75 feet from the 100-year high water level. The preservation zone will be secured by split rail fencing to deter people from entering while allowing for the free movement of wildlife. Linear open spaces beyond the preservation zone will comprise the linear parks and trails. In addition to habitat restoration landscaping, interpretive signage would be installed at various locations within environmental conservation areas to educate trail users about adjacent habitat. Bicycle/pedestrian crossings would be incorporated on the two bridges constructed as part of the internal roadway network. One pedestrian/bicycle only arroyo crossing is proposed as part of the trail system between Villages 2 and 3 and located generally at the mid-point between the two road crossings.

G. Scenic Open Space

Scenic open space refers to other significant natural areas that are to remain undeveloped or preserved to create scenic amenities for the community and the surrounding area. Scenic open space differs from Environmental Conservation in that it would not contain protected habitat or related setbacks. Scenic Open Space within the Specific Plan Area includes heavily wooded slopes along Pacific Heights Road, the SR 70 landscape buffer, the proposed buffer adjacent to the south project entry and other open space areas adjacent to the arroyos. Land designated as scenic open space totals approximately 30 acres. Existing oak woodland vegetation would be protected and enhanced with additional oak groves while buffer areas along SR 70 would be planted with trees to screen adjacent residential development. Access to open space will be limited to hiking trails, passive enjoyment of trees and open space, and maintenance activities. Detention

basins, swales, and other public utility uses are permitted within open space areas and may be constructed as part of the overall stormwater infrastructure developed for the project.

H. Specific Plan Access/Internal Circulation

Access from SR 70 to the Specific Plan area is currently provided via Pacific Heights Road and Palermo Road from the south and Ophir Road from the north. Pacific Heights Road is a two-lane rural county road that loops around the western boundary of the project site. The proposed project would have two main entrances. Both points of access would be via Pacific Heights Road; the southern access is proposed northwest of the SR 70/Palermo Road intersection and the northern access is proposed west of the Ophir Road intersection. A temporary secondary emergency access road is proposed for the initial phases of the project from an internal loop roadway to Pacific Heights Road. Use of this roadway would be terminated upon completion of the Pacific Heights Road entrance at the north end of the Specific Plan. This northern entrance would serve commercial land uses in the north portion of the Specific Plan area and provide internal access from the residential neighborhoods along the internal looped road to commercial uses on the north.

VI. PROJECT PHASING

The proposed project would be developed in multiple phases. Phase I includes grading and site preparation necessary to install backbone utility and circulation infrastructure. Up to 200 residences would be constructed within Villages 1 and a portion of Village 2 during Phase I. Construction of the initial phase is expected to begin in late-2018 or early 2019. The timing of future phases is unknown and would be dictated by market conditions. Full build out of the Rio d'Oro Specific Plan is expected to be complete by 2035.

VII. SCOPE OF WORK

The consultant selected will provide contract planning services to the City of Oroville, as directed by the Director of Community Development, for processing an annexation petition for the Rio d'Oro Specific Plan and the appropriate level of CEQA environmental review.

The consultant selected will provide, as directed by the Director of Community Development, all necessary services for processing the annexation petition, which shall include, but may not be limited to, the following:

- Appropriate level of environmental review in compliance with the California Environmental Quality Act (CEQA);
- Completion of Butte Local Agency Formation Commission Application for Annexation;
- Preparation of staff report(s) and resolution(s) to City Council;
- Presentations of staff report to City Council, as necessary; and
- Other tasks as directed by the City.

VIII. PROPOSAL REQUIREMENTS

A. Proposal Submittal

Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to Luis A. Topete, Associate Planner, City of Oroville, 1735 Montgomery Street, Oroville, CA, 95965. Proposal submittals will be received until **Thursday, November 30, 2017, 4:30 P.M. Pacific Standard Time** as determined by the City's bid clock in City Hall (1735 Montgomery Street). It is the proposer's responsibility to see that their proposals are sent in sufficient time to be received before the submittal deadline. Proposer assumes the burden of delivery.

B. Proposal Format

In order to maintain uniformity with all proposals submitted, it is requested that the Consultant's proposal include the minimum information below:

1. Cover Letter – A brief cover letter summarizing key points of the proposal, the proposed areas of interest, and key individuals involved in the proposal.

2. Brief Company Profile – General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed with this RFP.

3. Organization and Staffing – Provide information showing all proposed staff and sub-consultants including their experience with the proposed work. Identify the project manager and provide resumes for all personnel assigned to this contract. Provide a simple organizational chart depicting the relationship between the team members and the project manager.

4. Description and Approach – The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP. Include the approach for delivering the services being requested. The proposal must include a detailed schedule for preparation and processing of the CEQA documents. Please factor in all public review/commenting periods into the project schedule.

5. Relevant Projects/Services with References – List recently performed, relevant projects that indicate the past performances and abilities of the proposed team. Provide recent similar experience with municipalities, and supply the name of a contact person that was the primary contact for the municipality. The City may contact any of the listed references at any time and to make any other reasonable investigation into the Consultant's background and experience.

6. Proposed Fee Schedule/Cost – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses. This section must also include costs to prepare the required CEQA documentation (including all mandated public

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notices, etc.). It is expected that the proposal be prepared in a task format with costs related to each task. The cost proposal must include Consultant time to attend meetings with City staff and the Applicant (as needed). In addition, cost proposal must include the Consultant's attendance at one (1) public hearing (City Council). In addition, the Consultant will be responsible for copying and duplication all required paperwork associated with the CEQA process. The City will require that the Consultant provide six (6) hard/bound copies of the final CEQA work product as part of the public review requirements.

All proposals shall be signed by a person authorized to submit the proposal and bind the proposer to the terms of the proposal and all signatures must be in ink. Please provide additional information as is required in the proposal form and/or that the proposer believes to be relevant to its proposal or helpful to the City's review of the proposal.

IX. SUBMITTAL INSTRUCTIONS

Proposals shall consist of two parts: Technical Proposal and Cost Proposal. Four (4) hard copies (1 original and 3 copies) and one (1) electronic copy (CD or flash drive) of your firm's technical proposal and cost proposal in a sealed envelope are required.

All Agreements with the successful proposer must be approved by the Oroville City Council. Sealed proposals must be received no later than **4:30 p.m. on Thursday, November 30, 2017** and submitted to Luis A. Topete, Associate Planner, City of Oroville, 1735 Montgomery Street, Oroville, CA, 95965. Late proposals will not be accepted. In the event that the selected proposer and the City fail to execute an Agreement, the City may, in its sole discretion, select the next most advantageous proposal.

X. SELECTION CRITERIA

Proposals will be reviewed by City staff. Each proposal will be rated/ranked according to the criteria below. Those firms with the highest ranking may be invited to an interview with the City, at which time the Consultant team can give a 10 to 15 minute presentation with additional time for questions and answers. Due to time constraints related to the proposed project, the City reserves the right not to hold interviews as part of the RFP process.

1. The Firm's General Experience and Qualification Information – Information about the company and all sub-consultants including professional licenses held, details about various types of environmental documents completed by the firm, and local experience in preparing environmental documents and the ability to provide the required services.

2. Experience of Key Personnel/References – Background on key personnel qualifications, abilities, familiarity with state environmental procedures including CEQA, local experience in preparing environmental documents, and length of service with the firm.

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3. Service/Project Approach and Understanding – Consultant's team approach to preparing the environmental document in accordance with State CEQA guidelines, issues involved with the project area and plans to address them, management approach and organization necessary to complete the tasks required, and an outline of quality control measures to ensure delivery of quality product on time and within budget.

4. Proposed Fee Schedule/Cost – Total cost to prepare the required CEQA documentation/analysis, hourly rates for all key personnel, including rates for sub-consultants, if any, and any proposed percentage mark-up for reimbursable expenses.

XI. CONSULTANT COMPENSATION

The cost proposal must be a "Not-to-Exceed Fee" proposal. The approved budget for the services rendered will be paid from the Applicant's deposit account in accordance with City policies. The Consultant will be required to invoice the City after successful completion of each task/phase.

XII. ADDITIONAL INSTRUCTIONS TO PROPOSER

A. Reservation of Rights

To the fullest extent permitted by law, the City reserves the right to award any combination of services, reject any or all proposals, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in proposals received. The City may accept any item or group of items of any proposal which will produce the most satisfactory results suited to the City's requirements. City staff, or such other persons as City may select in its sole discretion, shall determine which proposer has submitted the proposal that best serves the overall interests of the City and attains the highest overall evaluation.

B. Subcontractors

Each proposal shall include a list for approval by the City of all subcontractors that proposer contemplates using. Once approved, the list shall not be changed without prior written permission by the City. The Consultant shall be fully responsible to the City for the performance of the Subcontractors, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any Subcontractor and the City.

C. Prices, Notations and Mistakes

No charge shall be allowed for the preparation of a response to this RFP or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or

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typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Where there is a conflict between words and figures, words will govern.

D. Agency Compliance/License

Proposer shall comply with all applicable Federal, State of California, regional and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services. All transactions related to any of the Contract Documents shall be governed by the laws of the State of California.

E. California Public Records Act, Confidential/Proprietary Information

All documents submitted in response to this RFP will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or propriety information as defined by the California Public Records Act ("Confidential Information") must be enclosed in a separate folder or envelope clearly marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" and submitted with the rest of the proposal. Proposal submittals where **all** information is so marked will be disregarded and made available pursuant to the CPRA. However, proposer (by virtue of submitting its proposal or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

If City's Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable proposer of City's intent to release Confidential Information. Proposer shall have five (5) calendar days after the date of City's notice ("Objection Period") to deliver to City a written objection notice which includes (1) justification for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of proposer's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information.

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Proposer shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. “Claim” or “Claims” means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys’ fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney’s fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

Proposer hereby waives, releases and discharges forever the Indemnitees from any and all present and future claims arising out of or in any way connected with any Confidential Information. Proposer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, proposer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

F. Communications

All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

G. Modifications and Withdrawal

Submittals may not be modified after proposal due date. Proposers may withdraw proposals at any time before the proposal opening, provided that a request in writing, executed by the proposer or its duly-authorized representative for the withdrawal of such proposal, is filed with the City prior to the time fixed for the opening of proposals. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal.

XIII. STANDARD CONTRACT

The Consultant that is chosen to perform the work outlined in this RFP will be required to enter into a professional services agreement with the City and comply with the City’s insurance requirements as indicated in the attached exhibits.

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EXHIBITS

A – Project Figures

- Figure 1: Regional Location
- Figure 2: Vicinity Map
- Figure 3: Rio d'Oro Village Concept
- Figure 4: Proposed Land Use Plan
- Figure 5: Conceptual Water Line Route
- Figure 6: Proposed Circulation Plan

B – Standard Contract

C – Insurance Requirements

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PROJECT DESCRIPTION

The proposed project would include the annexation of seven parcels comprising the Rio d'Oro Specific Plan in addition to 32 parcels to the north of Rio d'Oro on the west side of State Route 70 and Pacific Heights Road. Rio d'Oro is comprised of residential, commercial, public facility, park and open space, and environmental conservation uses within five villages. The 32 additional parcels subject to annexation are comprised of undeveloped land, mobile home/recreational vehicle uses and various commercial/light industrial uses. This section describes the project location, characteristics of the Rio d'Oro site, adjacent parcels subject to annexation, proposed facilities and project objectives.

The seven parcels comprising Rio d'Oro and corresponding acreage are shown in Table 1:

Table 1
Rio d'Oro Specific Plan Annexation Area

Parcel	Assessor Parcel Number	Acreage
A	025-350-035	176.12
B	025-360-001	118.73
C	025-240-054	196.03
D	025-240-009	14.81
E	025-240-069	22.60
F	025-240-075	129.54
G	025-370-010	34.25
Total		692.08

The 29 parcels comprising the remainder of the annexation area and corresponding acreage are shown in Table 2:

Table 2
Proposed Annexation Area North of Rio d'Oro

Parcel Number	Assessor Parcel Number	Acreage
1	025-370-003	0.44
2	025-370-002	0.42
3	025-370-007	0.51
4	025-370-008	0.53
5	025-370-009	0.47
6	025-370-004	0.04
7	025-370-001	2.14
8	035-490-010	2.26
9	035-490-011	1.28
10	035-490-004	6.33
11	035-490-005	5.72
12	035-480-016	3.87
13	035-480-015	3.89
14	035-480-014	3.91
15	035-480-013	7.12
16	035-480-041	3.56
17	035-480-042	3.55
18	035-480-048	9.26
19	035-490-024	5.81

20	035-490-076	5.23
21	035-490-075	4.17
22	035-480-065	2.73
23	035-480-068	5.21
24	035-480-071	10.75
25	035-480-067	2.55
26	035-480-069	2.12
27	035-340-001	1.86
28	025-380-013	59.08
29	035-490-001	18.00
30	035-480-051	13.40
31	035-480-077	14.16
32	035-340-046	15.19
Total		215.56

PROJECT APPLICANT

Lucky Hills Property, LLC
P.O. Box 2998
Turlock, CA 95381-2998
Contact: Scott Belyea

PROJECT LOCATION

The annexation area is located within unincorporated Butte County, south of the existing City of Oroville municipal boundary and west of Palermo, in California's northern Central Valley. The project area is generally located between Palermo Road to the south and Georgia Pacific Way to the north. Portions of the annexation area are bisected north/south by State Route 70 (SR 70) and bounded on the west by Pacific Heights Road. The proposed Specific Plan Area is approximately 692.08 acres in size; the majority of the proposed Specific Plan Area is located west of SR 70. Approximately 164 acres of the Specific Plan Area are located east of SR 70, just north of Palermo Road. The remaining portion of the annexation area is 215.56 acres and comprised of 32 parcels. The annexation would include a total of 39 parcels comprising 907.64 acres. The parcels are shown on Figure 1.

PURPOSE FOR ANNEXATION

The annexation is being proposed to facilitate access to public services and utilities provided by the City of Oroville and South Feather Water and Power. The annexation area is proposed to ensure the annexation area would provide a coterminous boundary with the existing City of Oroville municipal boundary. The applicant has no plans to develop land or request a change in land use within the annexation area outside the Rio d'Oro Specific Plan.

CURRENT LAND USE

The proposed Rio d'Oro Specific Plan area is currently undeveloped; however, the owner is in the process of planting a walnut orchard that will eventually cover approximately 293 acres.

LAND USE LEGEND

- CITY OF OROVILLE
- PROPOSED ANNEXATION AREA
- RIO D' ORO PROJECT AREA
- OROVILLE CITY LIMITS
- PROPOSED ANNEXATION LIMITS (910.64 ACRES)

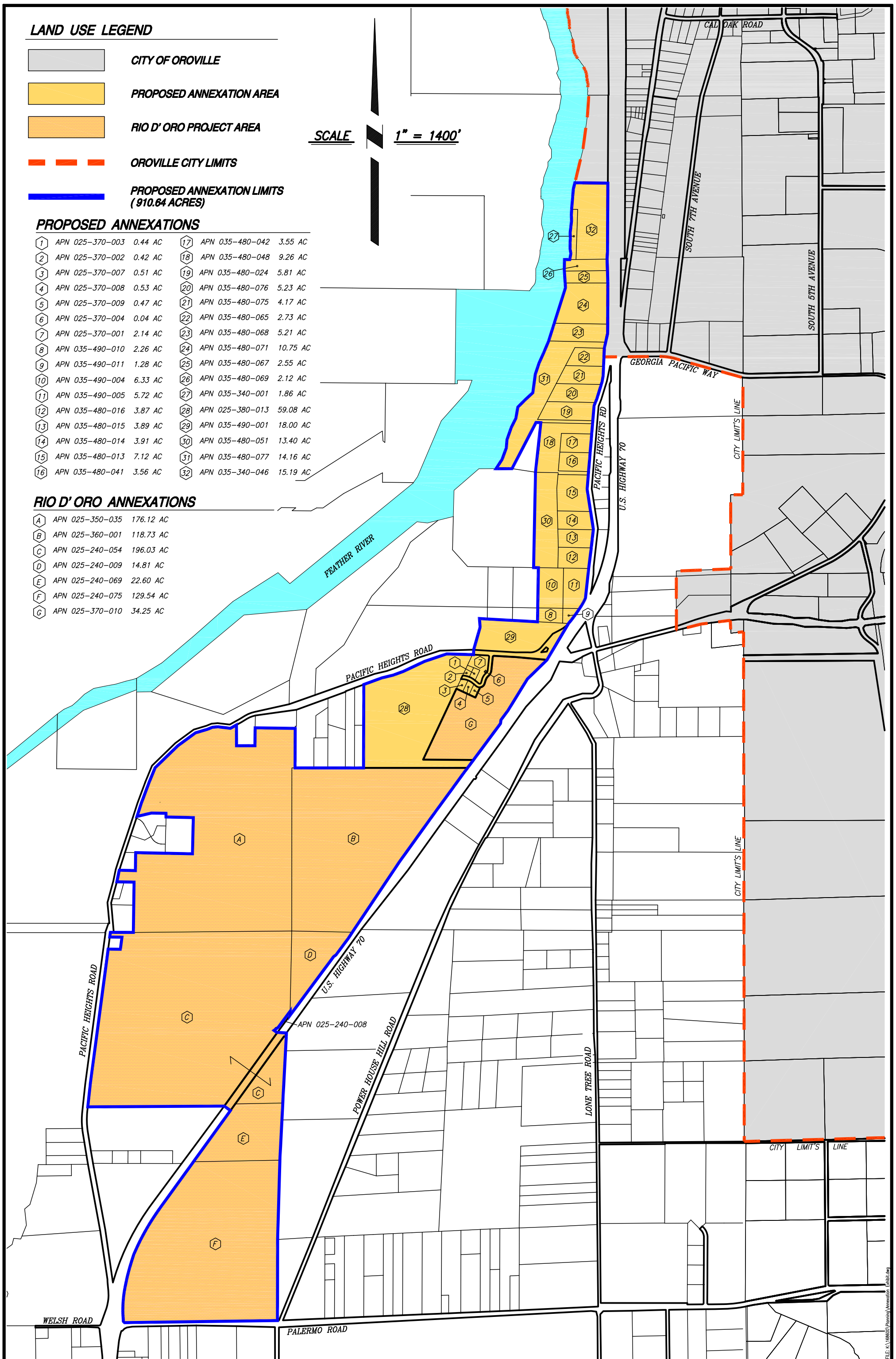
SCALE 1" = 1400'

PROPOSED ANNEXATIONS

1	APN 025-370-003	0.44 AC	17	APN 035-480-042	3.55 AC
2	APN 025-370-002	0.42 AC	18	APN 035-480-048	9.26 AC
3	APN 025-370-007	0.51 AC	19	APN 035-480-024	5.81 AC
4	APN 025-370-008	0.53 AC	20	APN 035-480-076	5.23 AC
5	APN 025-370-009	0.47 AC	21	APN 035-480-075	4.17 AC
6	APN 025-370-004	0.04 AC	22	APN 035-480-065	2.73 AC
7	APN 025-370-001	2.14 AC	23	APN 035-480-068	5.21 AC
8	APN 035-490-010	2.26 AC	24	APN 035-480-071	10.75 AC
9	APN 035-490-011	1.28 AC	25	APN 035-480-067	2.55 AC
10	APN 035-490-004	6.33 AC	26	APN 035-480-069	2.12 AC
11	APN 035-490-005	5.72 AC	27	APN 035-340-001	1.86 AC
12	APN 035-480-016	3.87 AC	28	APN 025-380-013	59.08 AC
13	APN 035-480-015	3.89 AC	29	APN 035-490-001	18.00 AC
14	APN 035-480-014	3.91 AC	30	APN 035-480-051	13.40 AC
15	APN 035-480-013	7.12 AC	31	APN 035-480-077	14.16 AC
16	APN 035-480-041	3.56 AC	32	APN 035-340-046	15.19 AC

RIO D' ORO ANNEXATIONS

A	APN 025-350-035	176.12 AC
B	APN 025-360-001	118.73 AC
C	APN 025-240-054	196.03 AC
D	APN 025-240-009	14.81 AC
E	APN 025-240-069	22.60 AC
F	APN 025-240-075	129.54 AC
G	APN 025-370-010	34.25 AC



BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1121 OAKDALE ROAD - SUITE 1 • MODESTO, CALIFORNIA • 95355
(209) 548-9300 FAX:(209) 548-9305

RIO D' ORO - OROVILLE CALIFORNIA

PROPOSED ANNEXATION EXHIBIT

PREPARED UNDER THE DIRECTION OF:
DATE: 7/19/2017

REVISIONS

NO	DESCRIPTIONS	DATE	APPROVED

JOB NO. 168600
DR BY. BW
CK BY. RM
SCALE 1"=1400'

SHEET NUMBER 1 OF 1

FILE: K:\168600\Planning\Annexation Exhibit.dwg

Existing topography is primarily rolling hills predominantly covered in grassland and oak woodland vegetation. Two wooded arroyos bisect the Specific Plan area. Rural residential uses, Pacific Heights Road and the Feather River Wildlife Area generally form the westerly boundary of the Specific Plan area. Approximately 164 acres of the Specific Plan area are located east of SR 70, just north of Palermo Road. This portion of the Specific Plan area is generally surrounded to the north and east by rural residential uses.

Land use within the annexation area to the north is comprised undeveloped land, mobile home/recreational vehicle uses and various commercial/light industrial uses. Other uses in the area not subject to annexation include a sand and gravel mine to the north, the Powerhouse sand and gravel mine located approximately one mile south of the site and the Dingerville Recreational Vehicle Park and executive golf course located adjacent to and south of the Specific Plan boundary.

SPECIFIC PLAN CHARACTERISTICS

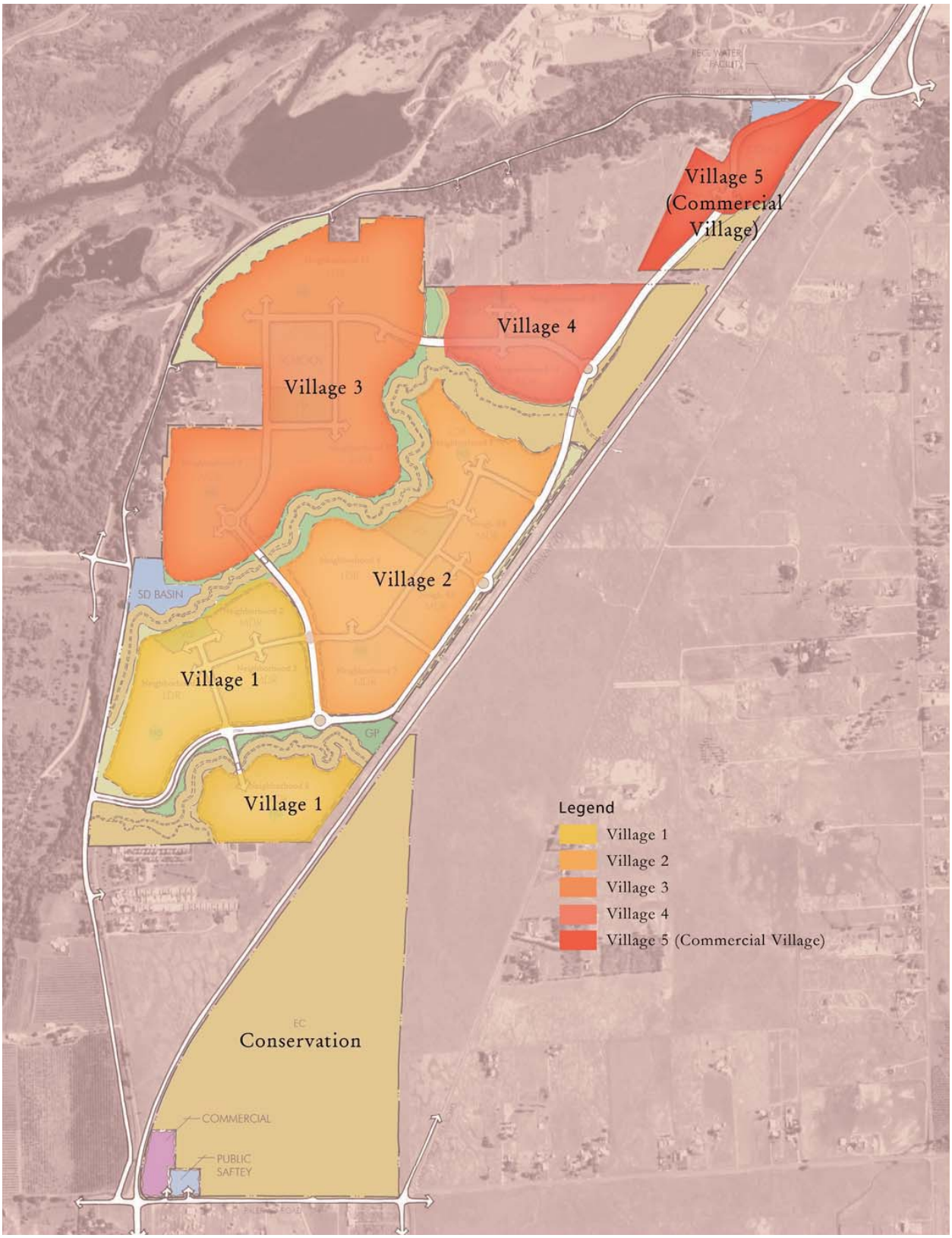
Proposed Specific Plan Development Program

The proposed Specific Plan area encompasses approximately 692 acres. Approximately 413 acres conservation and scenic open space (as shown in Table 3). The overall project would include residential, commercial, public facility, park and open space, and environmental conservation uses within five villages. The villages are further divided into neighborhoods. Figure 2, Rio d' Oro Village Concept shows the proposed layout of the villages including the environmental conservation area boundary northeast of the SR 70/Palermo Road intersection. Figure 3, Land Use Plan, shows the breakdown of proposed uses within each village.

Table 3
Summary of Proposed Specific Plan

Residential	**Gross Acres**	**Units (+/-)**
Low-Medium (3-6 du/ac)	128.5	510
Medium-High (6-14 du/ac)	162.0	1,535
High (14-20 du/ac)	26.8	485
Very High (20-30 du/ac)	6.3	170
Subtotal	**323.6**	**2,700 maximum**
Non-Residential	**Gross Acres (+/-)**	**Approximate Square Footage**
Retail and Business Services	23.5	200,000
Highway Services	4.3	48,000
Public Facility	25.9	
Subtotal	**53.7**	**248,000**
Parks	**Gross Acres (+/-)**	
Linear Park	11.9	N/A
Neighborhood Green	7.2	N/A
Village Green	12.5	N/A
Gateway Park	3.8	
Subtotal	**35.4**	**N/A**
Open Space	**Gross Acres (+/-)**	
Environmental Conservation	246.5	N/A
Scenic Open Space	29.8	N/A
Subtotal	**276.3**	**N/A**
Specific Plan Total	**689.0**	**N/A**

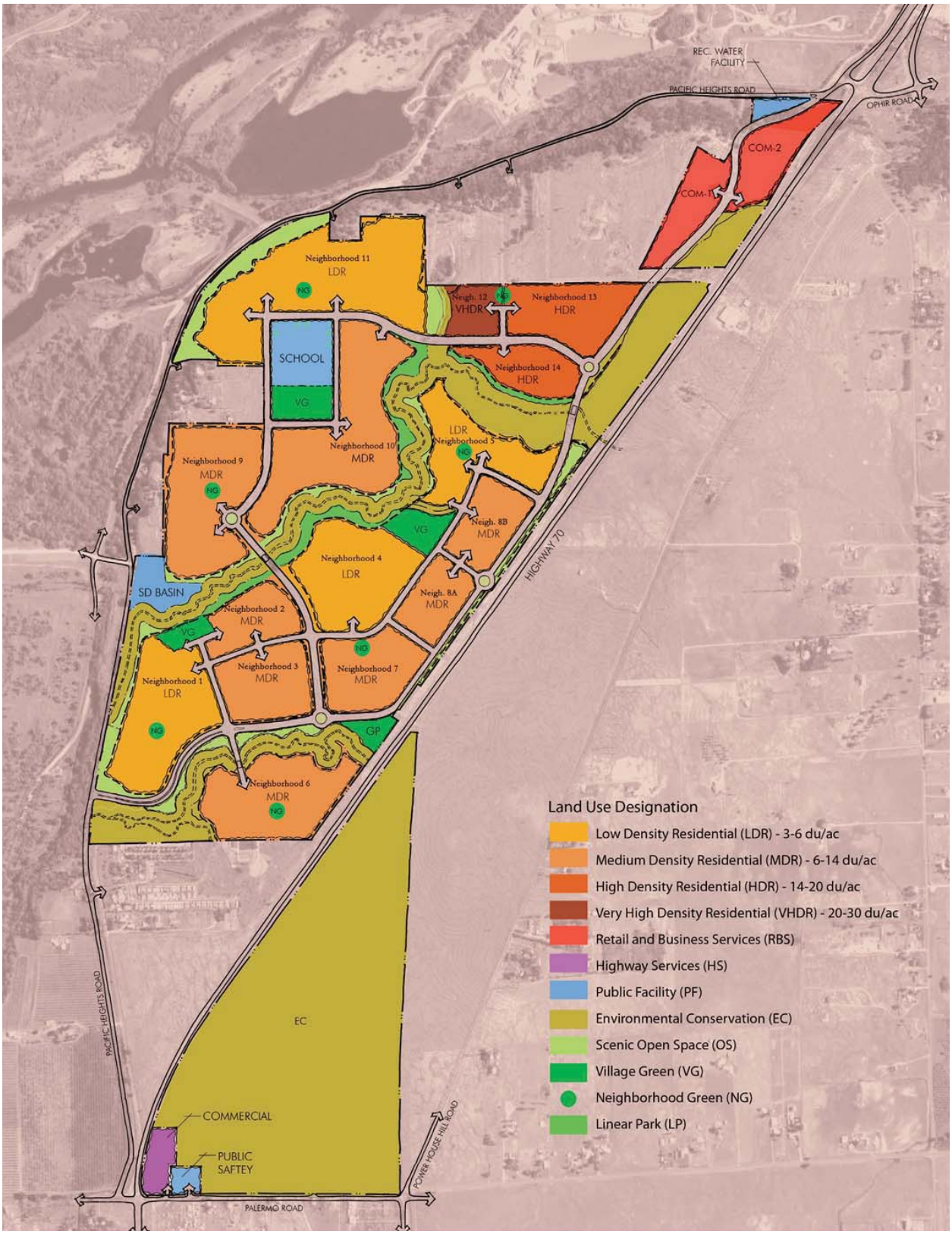
Note: Total parcel acreage is 692.08. Specific Plan acreage shown in Table 3 is rounded and approximate.



Source: Rio d'Oro Specific Plan, Lucky Hills Properties, LLC

Rio d'Oro Village Concept

Figure 2



Source: Rio d'Oro Specific Plan, Lucky Hills Properties, LLC

Proposed Land Use Plan

Figure 3

Three commercial centers totaling approximately 248,000 square feet would be developed as part of the proposed project. Two commercial areas totaling 200,000 square feet would be located within Village 5. One would be located southwest of the SR 70/Ophir Road intersection and the other on either side of the primary arterial constructed through the northern portion of the Specific Plan. A highway commercial area totaling approximately 48,000 square feet is proposed at the northeast corner of the SR 70/Ophir Road intersection. Public facilities would include a school site (Village 3), a reclaimed water treatment and pump station and a public safety station capable of accommodating fire protection and law enforcement needs. A total of 65 acres would be developed for park (35 acres) uses and open space (30 acres) and 246 acres would be retained for environmental conservation purposes.

Advanced Wastewater Treatment Plant. The proposed project would use recycled water to irrigate nearly all community open space, parks, greenways, and landscaping within public areas. This system would divert a portion of treated effluent from the Sewerage Commission-Oroville Region (SC-OR) wastewater treatment plant prior to final discharge into the Feather River via the existing outfall located downstream of the Thermalito AfterBay outlet structure. The diverted water will undergo advanced (tertiary) treatment, disinfection, and storage prior to reuse in accordance with California Title 22 Standards. The proposed project could draw up to 1 million gallons per day (MGD) from the SC-OR outfall pipe located on the north side of the project boundary near the Pacific Heights Road/SR 70 intersection. Water would enter a wet well where it would be pumped approximately 0.25 miles to the proposed Advanced Wastewater Treatment Plant (AWTP) site located at the north end of Village 5. The AWTP would be housed in an architecturally compatible building approximately 2,000 square feet in size. Water would be treated using two parallel conventional mixed media filters each with 0.5 MGD capacity. A third filter may be added for redundancy and additional capacity if needed. Following filtration, water would pass through banks of ultra violet lights for disinfection. Material filtered from the water would be backwashed out of the filters and discharged into the Specific Plan wastewater system and returned to SC-OR. Following disinfection, the reclaimed water would be stored in two above ground steel storage tanks (500,000 gallons per tank) on the AWTP site and gravity fed into the reclaimed water irrigation system that would be installed throughout the project during construction of the backbone infrastructure system. It is expected that the AWTP facility would be maintained by the applicant or designated party to be determined.

No reclaimed water would be taken from the SC-OR facility as part of the Phase I development plan which is expected to begin in 2018. Specific reclaimed water quantities and terms of use would be negotiated with SC-OR prior to development of the advanced wastewater treatment plant. It is understood that SC-OR is subject to specific effluent requirements per their National Pollution Discharge Elimination System (NPDES) permit. Thus, details regarding construction of infrastructure needed to pump and convey effluent to the project site and quantities of effluent that could be used by the project subject to SC-OR discharge requirements will be determined as part of the planning process for subsequent phases of Rio d'Oro Specific Plan implementation.

Stormwater Detention Basin. Stormwater would flow into storm drains located along roadway corridors and conveyed via gravity to a 3-acre stormwater detention basin constructed at the west edge of the Specific Plan boundary adjacent to and north of the northern most arroyo between Villages 1 and 3. The detention basin would be designed to avoid increases in the peak flow off-site and ensure that treated stormwater complies with State Water Resources Control Board standards prior to metered discharge into the Oroville Wildlife Area and ultimately into the Feather River. Another smaller detention basin may be constructed upstream within the

Specific Plan to attenuate peak flow and avoid increases in peak flow leaving the site. The specific basin size would be determined during project design and based on the 10-year and 100-year storm events.

Public Utilities.

Domestic Water. The Specific Plan area lies outside the existing service area but within the Sphere of Influence (SOI) of the South Feather Water and Power Agency (SFWPA). A sphere of influence is a planning boundary outside of an agency's legal boundary (such as the city limit line) that designates the agency's probable future boundary and service area. SFWPA has provided an initial will serve letter for the proposed project and prepared a Senate Bill 610 Water Supply Assessment (WSA) consistent with California Water Code Section 10912. Service commitments are subject to annexation of the Specific Plan into the SFWPA service area. A WSA was approved by the SFWPA Board of Directors on February 25, 2014.

SFWPA currently has water supply infrastructure east of the proposed project site. As part of the proposed project, approximately 3,500 feet of new 16-inch water main would be constructed from the northeast corner of the project site at the intersection of Pacific Heights Road/Ophir Road east along Ophir Road and connect to an existing 14-inch main near the intersection of Baggett Marysville Road and Ophir Road. From the Pacific Heights/Ophir Road intersection, a 12-inch main line would be constructed through the project site along the primary circulation road during development of the backbone infrastructure. The line would exit the site at the southern access road, extend south along Pacific Heights Road and connect to an existing SFWPA 8-inch main within Palermo Road at Lone Tree Road just east of SR 70. All development within the Specific Plan area would require connection to the existing SFWPA water system.

Wastewater Treatment. The project applicant is proposing to construct and operate an on-site recycled water facility to provide wastewater treatment and recycled water for irrigation. As proposed, the 1-2 acre site of the potential new WRF under this alternative would be located in Village 1 south of the primary access road to facilitate gravity flow of wastewater across the Rio d'Oro project area. This would minimize the need for pumping infrastructure.

The new WRF under this alternative would be designed and constructed to meet all Title 22 recycled water standards for unrestricted reuse utilizing state of the art controls and processing, including activated sludge, tertiary filtration and disinfection. The facility would be constructed in up to three phases with a modular, cast-in-place concrete, common-wall configuration. Small basins would be constructed during development of Phase I of the Rio d'Oro project (200 residential units) with temporary equipment sized to accommodate initial flows. Additional walls, equipment and the Administration and Operations building would be added during a subsequent phase(s) to complete construction while retaining the capacity to maintain a high level of water quality and avoiding under or overloaded conditions. All recycled water would be used on-site for irrigation purposes. The details of the on-site recycled water facility are under development.

Environmental Conservation. The Environmental Conservation designation has been applied to the arroyos, wetlands and other sensitive habitat areas within the Specific Plan Area to preserve the natural, environmental, and scenic integrity of the site. This designation encompasses approximately 247 acres and includes the arroyos, existing vernal pools and swales along SR 70 and setback areas adjacent to these resources. The intent of this designation is to

provide for the permanent preservation of these sensitive environmental resources. The preservation zone within the arroyos is intended to minimize impacts to existing native habitat and conditions. This zone is defined by a required minimum setback of 75 feet from the 100-year high water level. The preservation zone will be secured by split rail fencing to deter people from entering while allowing for the free movement of wildlife. Linear open spaces beyond the preservation zone will comprise the linear parks and trails. In addition to habitat restoration landscaping, interpretive signage would be installed at various locations within environmental conservation areas to educate trail users about adjacent habitat. Bicycle/pedestrian crossings would be incorporated on the two bridges constructed as part of the internal roadway network. One pedestrian/bicycle only arroyo crossing is proposed as part of the trail system between Villages 2 and 3 and located generally at the mid-point between the two road crossings.

Scenic Open Space. Scenic open space refers to other significant natural areas that are to remain undeveloped or preserved to create scenic amenities for the community and the surrounding area. Scenic open space differs from Environmental Conservation in that it would not contain protected habitat or related setbacks. Scenic Open Space within the Specific Plan Area includes heavily wooded slopes along Pacific Heights Road, the SR 70 landscape buffer, the proposed buffer adjacent to the south project entry and other open space areas adjacent to the arroyos. Land designated as scenic open space totals approximately 30 acres. Existing oak woodland vegetation would be protected and enhanced with additional oak groves while buffer areas along SR 70 would be planted with trees to screen adjacent residential development. Access to open space will be limited to hiking trails, passive enjoyment of trees and open space, and maintenance activities. Detention basins, swales, and other public utility uses are permitted within open space areas and may be constructed as part of the overall stormwater infrastructure developed for the project.

Specific Plan Access/Internal Circulation. Access from SR 70 to the Specific Plan area is currently provided via Pacific Heights Road and Palermo Road from the south and Ophir Road from the north. Pacific Heights Road is a two-lane rural county road that loops around the western boundary of the project site. The proposed project would have two main entrances. Both points of access would be via Pacific Heights Road; the southern access is proposed northwest of the SR 70/Palermo Road intersection and the northern access is proposed west of the Ophir Road intersection. A temporary secondary emergency access road is proposed for the initial phases of the project from an internal loop roadway to Pacific Heights Road. Use of this roadway would be terminated upon completion of the Pacific Heights Road entrance at the north end of the Specific Plan. This northern entrance would serve commercial land uses in the north portion of the Specific Plan area and provide internal access from the residential neighborhoods along the internal looped road to commercial uses on the north.

Project Phasing

The proposed project would be developed in multiple phases. Phase I includes grading and site preparation necessary to install backbone utility and circulation infrastructure. Up to 200 residences would be constructed within Villages 1 and a portion of Village 2 during Phase I. Construction of the initial phase is expected to begin in late-2018 or early 2019. The timing of future phases is unknown and would be dictated by market conditions. Full build out of the Rio d'Oro Specific Plan is expected to be complete by 2035.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees (Government Code Sections 6103 and 27383).

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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF OROVILLE

AND

LUCKY HILLS PROPERTIES, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into, this ____ day of _____, by and between the **CITY OF OROVILLE,** ("**City"**), whose mailing address is 1735 Montgomery, City of Oroville, California, 95965 and **LUCKY HILLS PROPERTIES, LLC**, a California limited liability company, whose mailing address is P.O. Box 2998, Turlock, California, 95381-2998 (the "**Developer**") (collectively the "**Parties**"), who agree as follows:

RECITALS

WHEREAS, the Developer is the fee simple owner of approximately _____ acres of land located within sphere of influence of the City of Oroville (the "**Property**") more particularly described on the Site Map (the "**Site Map**") and the Legal Description; and

WHEREAS, Developer proposes to construct a mixed-use project on the Property consisting of two thousand seven hundred (2,700) residential units (the "**Project**"), consistent with the City's General Plan, as amended through the Effective Date (the "**General Plan**") and the Rio d' Oro Specific Plan (the "**Specific Plan**"); and

WHEREAS, the Project is comprised of five villages, fourteen residential neighborhoods, a commercial highway services area, public facilities (including areas for public safety and a school), parks, open space, village and neighborhood greens and environmental conservation areas, each of which is described in the Specific Plan and shown on the Site Map; and

WHEREAS, the Developer proposes to annex 910.68 acres comprised of 34 parcels located between the northern Rio D 'Oro Specific Plan boundary and the existing City of Oroville municipal boundary north of Georgia Pacific Way and west of State Route 70; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the "**Development Agreement Statute**"), which authorizes the City and a property owner to enter into a development agreement that establishes certain development rights in the real property that is the subject of a development project application; and

WHEREAS, consistent with the requirements of the Development Agreement Statute, the City has adopted a development agreement ordinance as City of Oroville Code Section(s) _____ et seq., (the "**City Development Agreement Ordinance**"); and

WHEREAS, this Agreement is entered into pursuant to the Development Agreement Statute and City Development Agreement Ordinance; and

WHEREAS, City and Developer desire to enter into this Agreement to (I) facilitate the orderly development of the Property, (ii) create a physical environment that is consistent with and complements the City's goals and visions, (iii) protect natural resources from adverse impacts, (iv) improve, upgrades and create additional community facilities and infrastructure, (v) assist in implementing the goals of the General Plan and (vi) reduce the economic risk of development of the Property to both the City and Developer; and

WHEREAS, prior to approval of this Agreement, City has taken numerous actions about the Project, including:

(I) Environmental Impact Report. The environmental impacts for the Project, including the Existing City Approvals described below, and alternatives to the Project and its location, have properly been reviewed and assessed by City pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq.; California Code of Regulations Title 14, Section 15000 et seq. ("**CEQA Guidelines**"); and City's local guidelines promulgated thereunder (hereinafter collectively referred to as "**CEQA**"). On May 19, 2015, pursuant to CEQA and in accordance with the recommendation of the Butte County Planning Commission ("**Planning Commission**"), the Butte County Board of Supervisors (the "**County Board"**) certified an Environmental Impact Report for the Specific Plan ("**EIR**"). As required by CEQA, the County adopted written findings and a Mitigation Monitoring and Reporting Program ("**MMRP**") on May 19, 2015, pursuant to Resolution No. SCH#2011052035,

(ii) General Plan Amendment. On May19, 2015, in accordance with the recommendations of the Planning Commission, the Butte County Board of Supervisors adopted Resolution GPAA09-0001.

(iii) Specific Plan / Rezoning. On May 19, 2015, in accordance with the recommendations of the Planning Commission, the Butte County Board of Supervisors adopted Ordinance No. SP08-0001 approving the Specific Plan, which covers the entirety of the Property as well as certain additional parcels located adjacent to the Project as shown in the Specific Plan. The Specific Plan also constitutes rezoning for the Property and the Project in accordance with Butte County Code section __ et seq. (the "**County Code**").

The approvals and development policies described in this recital are collectively referred to herein as the "**Existing County Approvals**"; and

WHEREAS, on February 18, 2016, the Developer submitted an application to the City requesting the annexation of Rio D 'Oro into the Oroville City Limits; and

WHEREAS, on December 9, 2016, the City received an amended application and response letter which expanded the proposed annexation area; and

WHEREAS, on August XX, 2017, the City received an amended application modifying the annexation area and addressing City comments on previous applications; and

WHEREAS, on (insert date), the Oroville City Council adopted Resolution Number _____ approving the Developers annexation application and adopted a Mitigated Negative Declaration pursuant to CEQA which evaluated environmental effects associated with the annexation approval on 34 individual parcels including Rio D 'Oro and existing City limits; and

WHEREAS, on (insert date), the City of Oroville submitted a complete annexation application to the Butte County Local Area Formation Commission (LAFCO) for review; and

WHEREAS, on (insert date), the Butte County LAFCO approved the City of Oroville annexation application with conditions, thus allowing and annexation of the Rio D 'Oro Specific Plan and 34 parcels into the Oroville City Limits; and

WHEREAS, after approval of this Agreement, City anticipates that applications for additional land use approvals, entitlements, and permits will be submitted to implement and operate the Project (the "**Subsequent City Approvals**"); and

WHEREAS, this Agreement furthers the public health, safety and general welfare in that the provisions of this Agreement are consistent with the General Plan, as amended, and the Specific Plan, and for the reasons cited herein, City and Developer have further determined that the Project is a development for which this Agreement is appropriate as it will eliminate uncertainty regarding Existing City Approvals and Subsequent City Approvals, thereby encouraging planning for, investment in and commitment to use and development of the Property; and

WHEREAS, continued use and development of the Property in accordance with this Agreement is anticipated to provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Statute and the City Development Agreement Ordinance were enacted:

(I) Provide for the orderly development of the Property for the surrounding community;

(ii) Contribute to the balanced land-use base anticipated by the General Plan;

(iii) Facilitate the construction of homes and buildings using sustainable development strategies and techniques (as described below) in the Project;

(iv) Provide infrastructure improvements that will benefit the Property and surrounding community;

(v) Facilitate the design, planning and construction of a new Elementary School for the Palermo School District that will enhance the educational opportunities and recreational activities and facilities available to future property owners and the surrounding community;

(vi) Facilitate for the design, planning and construction of a new public safety facility that will benefit and enhance the safety of future property owners and the surrounding community;

(vii) Provide needed market-rate housing to help meet current local housing demand as well as anticipated future demand for housing;

(viii) Provide open space, parks and recreational improvements and amenities that will benefit future property owners and the surrounding community; and

WHEREAS, the Parties intend through this Agreement to allow the Developer to develop and operate the Project in accordance with the Existing City Approvals and the applicable law, and that any Subsequent City Approvals and the imposition of any new impact fees, other fees, or monetary and non-monetary exactions should be reasonable and governed by the terms of this Agreement; and

WHEREAS, as provided in this Agreement, the Parties intend to work in good faith to establish a community facilities district ("**CFD**") pursuant to Government Code sections 53311 et seq., the Mello-Roos Community Facilities Act of 1982 ("**Mello-Roos Act**") over and including the Property and capable of levying special taxes in the CFD under the Mello-Roos Act to finance, directly or by issuance of special tax bonds, the construction and acquisition of certain Public Benefit Facilities necessary to serve the Specific Plan and surrounding area, which Public Benefit Facilities are identified in the Site Map and the Public Benefit Facilities Plan; and

WHEREAS, the Parties acknowledge that the availability of long-term, tax-exempt bond financing under the Mello-Roos Act is critical to the financial success of the Project, and that without the ability to obtain such financing for the Public Benefit

Facilities, Developer will not be able to proceed with the Project described in this Agreement; and

WHEREAS, the Parties intend for the City Council and Developer to cooperate in the levy of Special Taxes within the boundaries of the CFD, and the sale of bonds by the CFD to finance the Public Benefit Facilities and that unless the context otherwise requires, reference to "**City** " in connection with any actions under Mello-Roos shall include the CFD as legally constituted by City (alone or jointly with any other local agency, including any school district in which the Project is located); and

WHEREAS, as provided in this Agreement, the Parties intend to work in good faith to establish a contractual assessment district ("**CAD**") pursuant to California Streets and Highways Code sections 5898.20 et seq., over and including the Property and capable of levying special assessments on property within the boundaries of the CAD to finance, directly or by issuance of taxable or tax-exempt bonds, certain renewable and energy efficiency improvements, which are more particularly described in Section 6.2 of this Agreement; and

WHEREAS, Developer is proposing to utilize certain design and construction techniques, materials, systems, and methods in its discretion in the development of the Project that exceed applicable building and other code minimum requirements with the objective of increasing energy efficiency of buildings in the Project, thereby reducing greenhouse gas emissions and encouraging energy efficiency measures beyond that which would be realized by meeting code minimum standards; and

WHEREAS, Developer desires to create marketable carbon or energy efficiency credits and benefits that may accrue on account of installing and implementing such enhanced energy efficiency measures and greenhouse gas reduction and the Parties acknowledge that but for the ability to create, monetize, and market such carbon or energy efficiency credits through reducing energy use and greenhouse gas emissions Developer would not voluntarily construct the buildings and implement other measures in the Project to standards that exceed generally applicable code required minimums nor would Developer be legally obligated to do so; and

WHEREAS, the Parties acknowledge and agree that Developer's performance in developing the Project on the Property and in constructing and installing certain public improvements and complying with the Existing City Approvals and the Subsequent City Approvals and the terms of this Agreement will fulfill substantial public needs; and the City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance of this Agreement and that the same is in balance with the benefits conferred by the City on the Project, and the Parties further acknowledge and agree that the exchanged consideration is fair, just and reasonable; and

WHEREAS, the City Council has determined that this Agreement is consistent with the General Plan, as amended pursuant to Resolution _____, and the Specific Plan, and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement; and

WHEREAS, on _____, the City Planning Commission, in a duly notice and conducted public hearing, considered this Agreement, and recommended that the City Council approve this Agreement; and

WHEREAS, on _____, the City Council reviewed, adopted, and enter into this Agreement pursuant to Ordinance No. _____.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1 Findings. City hereby finds and determines that entering into this Agreement furthers public health, safety, and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 11, the provisions of Articles 1 through 11 shall prevail.

Section 1.3. Exhibits. The following Exhibits are attached to and incorporated into this Agreement:

Exhibit Designation	Exhibit Description

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Section 1.4. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering a joint venture, or selling, leasing, or otherwise entering agreements with respect to any portion, neighborhood, or development phase to or with another party for developing, managing, and/or completing any portion of the Project.

Section 1.5. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 1.6. Term of Agreement. The "**Term**" of this Agreement shall be thirty (30) years from the Effective Date, unless otherwise extended or terminated as provided for in this Agreement. As far as full development of the Project does not occur within thirty (30) years, the Parties contemplate and agree that the Term shall be extended automatically in ten (10) year intervals. Any such extension shall be granted automatically until the Project has been fully developed provided Developer has generally complied with the requirements of this Agreement, excepting delays associated with or because phasing, litigation, economic conditions, consumer demand, interest rates, absorption, and other factors. Following any extension of the Term, Developer may request, and City agrees to record, an instrument giving notice of the extension of the Term.

Section 1.7. Priority of Enactment. In the event of conflict between various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) the General Plan; (2) the Specific Plan; (3) the Development Agreement; (4) the Mitigation Measures; (5) the Tentative Map; and (6) the Existing Land Use Regulations.

Section 1.8. Consistency with General Plan / Finding of Special Public Benefit. As set forth in greater detail in the Specific Plan, the City Council expressly found that the approvals in the Specific Plan, and all other entitlements related thereto, were consistent with the text and maps of the General Plan. The City Council further finds that this Agreement is also consistent with the text and maps of the General Plan.

Section 1.9. Amendment of Agreement. This Agreement may be amended by the mutual consent of the Parties. Any such amendment shall be in writing and without a noticed public hearing, unless required by law.

Section 1.10. Releases. If Developer sells, assigns or transfers all or any portion of the Property, Developer may free itself from all or part of its obligations relating to the

sold, assigned, or transferred Property provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement.

Section 1.11. Developer Reimbursement of City. Developer agrees to reimburse City for actual fees and expenses incurred by City and directly related to preparation and processing of this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. Such reimbursement shall be paid within ninety (90) days of presentation from the City to Developer of a written statement of charges. At any time, Developer may request and City shall issue an accounting and written acknowledgement of fees and expenses paid.

Section 1.12. Recordation of Memorandum. The Clerk for the City Council shall, within ten (10) days after the Effective Date of this Agreement, record a Memorandum of the Agreement ("MOA") with the City Recorder, City of Oroville.

ARTICLE 2
DEVELOPMENT OF PROPERTY

Section 2.1. Vested Rights of Developer. During the Term of this Agreement, in developing the Property consistent with the Project described herein, Developer is assured, and City agrees, that the development rights, obligations, terms, and conditions specified in this Agreement, including without limitation, the terms and conditions are fully vested in the Developer, and may not be changed or modified by the City or any assignee of City, except with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1 above, Developer shall have the vested right to develop at a maximum of two thousand seven hundred (2,700) residential units on the Property, together with the Public Benefit Facilities described below.

Section 2.3. Permitted Uses and Development Standards.

(a) The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards, implementation program for processing of subsequent entitlements and other conditions of development for the Property shall be those set forth in this Agreement and all the exhibits incorporated herein. In the event of any conflict between this Agreement (including the Specific Plan incorporated herein) and any other Existing Land Use Regulations, the terms, and provisions of this Agreement (including the Specific Plan) shall prevail. The Parties intend that this Agreement, together with the Specific Plan and all other exhibits attached hereto and incorporated herein, shall serve as the definitive and controlling document for all subsequent actions, discretionary or ministerial, relating to the development of the Project

and that only in the rare instances, if any, that a development issue is not expressly or impliedly addressed in this Agreement shall any other Existing Land Use Regulations or subsequent land use regulations be applied in the decision thereon. In such a case that a development issue is not expressly or impliedly addressed in this Agreement, the Existing Land Use Regulations and subsequent land use regulations shall be applied and construed in a reasonable manner, most consistent with the general intent of the Parties as manifested in this Agreement.

Section 2.4. Development Allocation and Density. The building type, size and density shall approximate the following:

Residential	**Gross Acres (+/-)**	**Units (+/-)**
Low (2-5 du/ac)	128.5	510
Medium (5-13 du/ac)	162.0	1535
High (13-20 du/ac)	26.8	485
Very High (20-30 du/ac)	6.3	170
Sub-Total	323.6	2700 maximum
Non-Residential	**Gross Acres (+/-)**	**Approx. Bldg. Sq. Ft. (+/-)**
Highway Services	4.3	48,000
Public Facility	25.9	
Sub-Total	53.7	248,000
Parks	**Gross Acres (+/-)**	
Linear Park	11.9	N/A
Neighborhood Green	7.2	N/A
Village Green	12.5	N/A
Gateway Park	3.8	
Sub-Total	35.4	N/A
Open Space	**Gross Acres (+/-)**	
Environmental Conservation	246.5	N/A
Scenic Open Space	29.8	N/A
Sub-Total	276.3	N/A
Project Total	**665.5**	

The general locations of uses are shown on the Site Map, subject to revisions made in the ongoing planning process and as finalized in the development approval process.

Section 2.5. Subsequent Entitlements, Approvals, and Permits. Only the following changes to the Existing Land Use Regulations shall apply to the development of the Property:

(a) Successful implementation of the Project will require the Developer to obtain additional approvals and permits from the City and from other agencies. The City shall comply with CEQA in the administration of the Subsequent City Approvals including compliance with mitigation measures as mandated by CEQA. In acting upon Subsequent City Approvals, the City's exercise of discretion and permit authority shall conform with this Agreement, including the incorporated exhibits.

(b) The Subsequent City Approvals will entail the Developer filing subsequent applications for discretionary approvals such as tentative subdivision maps. The City will process these applications consistent with the applicable law, including, without limitation, CEQA and the Subdivision Map Act. During acting on these applications, the City will exercise discretion in adopting mitigation measures and conditions of approval. The exercise of its discretion is not prohibited by the Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement.

(c) In complying with CEQA, City shall rely on the environmental impact report (EIR) certified herewith to the extent allowed by CEQA. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives as required by CEQA, provided that such actions must be reasonable and consistent with this Agreement.

Section 2.6. Timing of Development. The Parties acknowledge that Developer cannot, now, definitively predict when the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as economic conditions, consumer demand, interest rates, absorption, and other factors. The California Supreme Court held in *Padre Construction Co., v. The City of Camarillo,* 37 Cal.3d 465 (1984), that the failure of the parties to consider and expressly provide for the timing of development resulted in a later-adopted initiative that restricted the timing and phasing of a development project. It is the desire of the Parties to this Agreement to avoid this result by acknowledging that Developer shall have the vested right to develop the Project in such order, rate and time as Developer deems appropriate in the exercise of its business judgment, subject to the terms, requirements and conditions of this Agreement and the incorporated Exhibits.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation or addition to the City Code (collectively, "**City Law**"), is enacted or imposed by a citizen-sponsored initiative or referendum, which City Law would conflict with this Agreement, including the incorporated Exhibits, or the Existing or Subsequent City Approvals, or reduce the development rights or assurances provided to Developer by this Agreement, such City Law shall not be applied to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlement to use, that are approved or to be approved, issued, or granted by City shall apply to the Property or the Project. Developer agrees and understands that City does not have the authority or authority over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. The City shall, however, cooperate with Developer and shall

undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms. Except for initiatives or referendums required by law to be placed on a ballot, City shall not support, adopt, or enact any City Law, or take any other action which would violate the express provisions, spirit and/or intent of this Agreement, its exhibits or the Existing or Subsequent City Approvals.

Section 2.8. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate aspects of the development of the Property. This Agreement does not limit the authority of any such public agency. City agrees, however, to cooperate with Developer in its effort to obtain permits and approvals from other public agencies for development of the Property with the Project.

Section 2.9. Subdivision Maps. The Parties acknowledge and agree to the following:

(a) The Project is a subdivision within the meaning of California Government Code section 66473.7.

(b) Any Tentative Map prepared for the subdivision shall comply with the provisions of California Government Code section 66473.7, and shall include as a condition of approval of any such map, among other things, written verification from the applicable public water system, that sufficient water supply is available to serve the subdivision.

(c) This Section 2.9 fully complies with Government Code Sections 65867.5(c) and 66473.7.

Section 2.10. Vesting Tentative Maps. When Developer obtains approval of a vesting tentative map (Government Code section 66498.1) under the Subdivision Map Act (Government Code sections 66410 et seq.), about the development of the Property, such vested rights shall survive this Agreement and continue to inure to the benefit of Developer.

Section 2.11. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term of this Agreement. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement and the incorporated exhibits.

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ARTICLE 3
ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. City Approvals. City shall permit the uses and densities and intensities of use on the Property that are consistent with this Agreement and the incorporated Exhibits. City agrees to grant and implement the Subsequent City Approvals and any other approvals that are under the City's jurisdiction reasonably necessary or desirable to complete the goals, objectives, policies, standards and plans described in this Agreement, including but not limited to, planned unit developments, development plans, subdivision improvement plans and agreements, building plans and permits, specifications, landscaping plans, grading plans and permits, parcel maps, tentative subdivision maps, lot line adjustments, resub divisions, use permits and certificates of occupancy (collectively the "**City Approvals**"). City Approvals shall include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Property, in general accordance with this Agreement, including, without limitation, those related to: (a) clearing the Property; (b) grading the Property; (c) construction of roads, storm drainage facilities, sewer facilities and other utility facilities and connections; (d) construction of water treatment and delivery facilities and storage tanks; (e) construction of parks, trails, bridges, public art monuments, bike lanes, bike routes and bus stops; and (f) construction of all residential, commercial, retail, industrial, and public (including school and public safety) structures, and all structures and facilities accessory thereto, as set forth in this Agreement and the incorporated Exhibits.

Section 3.2. Timely Processing. City shall process and approve, within thirty (30) days or less, any City Approvals or environmental review requested by Developer during the Term of this Agreement. Any such request by Developer shall be considered reasonable.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses which may be required by City or any other agency with permitting or licensing authority.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Property as contemplated by the Parties in this Agreement.

Section 3.5. Environmental Mitigation. The Parties agree and understand that the EIR for the Rio D' Oro Property and Initial Study prepared for the 32 additional

annexation parcels are intended to be used to support the Existing City Approvals needed for the project, but also about the Subsequent City Approvals needed for the Project. Consistent with CEQA, streamlining policies applicable to Specific Plans, City acknowledges its obligation, about the Subsequent City Approvals, not to require a supplemental or subsequent EIR, mitigated negative declaration, or negative declaration, unless required by California Public Resources Code section 21166, CEQA Guideline 15161 or 15162. Further, City shall rely on the exemption referenced in CEQA Guideline 15182 fully permitted by law.

ARTICLE 4
FEES AND COSTS

Section 4.1. No New Impact or Development Fees. Except as otherwise provided herein, Developer shall have no obligation to, and shall not, participate in, pay, contribute, or provide as a condition or exaction of any Subsequent City Approval, any new or increased development impact fee or fees, however described or defined, after the Effective Date of this Agreement. This Section will not preclude authorized, reasonable, and generally applicable increases in development or impact fees in existence on the Effective Date of this Agreement with a direct nexus to the Project's development impacts.

Section 4.2. Application, Processing, and Inspection Fees. Application fees, processing fees, and inspection fees that are revised during the term of this Agreement shall apply to the development pursuant to this Agreement provided that (a) such revised fees are reasonable and apply generally to similar private projects or works within the City, (b) the application of such fees to development of the Property is prospective only, unless otherwise agreed to, in writing by Developer, and (c) the application to development of the Property would not require an amendment of any of the incorporated Exhibits.

Section 4.3. Existing Land Use Fees. Notwithstanding any other provision of this Agreement, land use fees adopted subsequent to the Effective Date of this Agreement, may be increased and may be applicable to the Project provided that (a) such revised fees are reasonable, (b) have a direct nexus to development of the Property and Project, as demonstrated through a nexus study, (c) apply generally to similar private projects or works within the City , and (d) the application any such fee to the Property and/or Project would not require an amendment to this Agreement or any of its incorporated Exhibits.

Section 4.4. Reimbursement of Specific Plan Costs. Developer represents and warrants that prior to the Effective Date, Developer has incurred a total of approximately $_____ in planning, consultant, legal and City fees, and costs about the preparation and processing of the Specific Plan, including without limitation the Specific Plan EIR and all related City approvals (including the CEQA Initial Study) necessary for

the implementation of the Specific Plan (collectively, "**Specific Plan Processing Costs**") and annexation. For so long as the Specific Plan, as it may be amended from time to time, remains in effect, City agrees to use good faith and diligent effort to cause the owners and developers of other parcels within the authority of the Specific Plan, upon development of such properties, to reimburse Developer for their fair share (determined by land area) of the Specific Plan Processing Costs.

ARTICLE 5
PUBLIC FACILITIES, SERVICES, AND UTILITIES

Section 5.1. Roadway and Circulation Improvements.

(a) Class II Bike Lanes. Developer agrees to construct Class II Bike Lanes as located on the Site Map and depicted and detailed in the Specific Plan.

(b) Class III Bike Route. Developer agrees to construct a Class III Bike Route as located on the Site Map and depicted and detailed in the Specific Plan.

(c) Bus Stops. Developer agrees to construct up to four (4) bus stops for encouraging public transit and to reduce the vehicle miles travelled and generated by the Project. The bus stops and their location on the Property are more particularly described in the Site Map and Specific Plan. At each bus stop, Developer agrees to construct safety lighting, rain protection, seating, a schedule or map case, trash collection, and bicycle parking.

Section 5.2. Elementary School.

(a) School District. It is envisioned and understood by the Parties that any future school age children residing in the Project, will be served by the Palermo School District (the "**School District**").

(b) Land for Elementary School. Developer, as depicted in the Site Map and the Specific Plan, has planned for and designated a future school site that may be used by the School District for the construction of an elementary school (the "**School Site**").

(c) School Facilities Mitigation. Developer agrees to pay the reasonable school facilities impact fees applicable to each residential unite the School District to mitigate the impacts of development of the Property on elementary and middle schools within the School District, in accordance with Government Code sections 65995 et seq., and other applicable laws. City shall not refrain from approving, issuing, or processing any City Approval based on purported adverse impacts of such development on school facilities.

(d) Fee Offset. It is envisioned and understood by the Parties that Developer may dedicate and/or improve the School Site for the benefit of the School District. The market rate value of any such dedication and/or improvement of the School Site, shall act as a credit against any school facility mitigation or impact fees owed by or assessed against Developer. Developer shall be entitled to payment from the School District for the value of any dedicated land and/or School Site improvements that exceed the school facility mitigation and impact fees owed to the School District, by or assessed against Developer.

Section 5.3. Public Safety.

(a) Police. It is envisioned and understood by the Parties that the Property and the Project will receive comprehensive police services from the City of Oroville Police Department. Any change to such police services shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

(b) Fire. It is envisioned and understood by the Parties that the Property and the Project will receive comprehensive fire services from Oroville City Fire. Any change to such fire services shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

(c) Land for Public Safety Facilities. Developer, as depicted in the Site Map, has planned for, and designated a future public safety facilities site that may be purchased by public safety agencies for, among other things, the construction of a police and fire substation (the "**Public Safety Site**").

(d) City Fee Offset. It is envisioned and understood by the Parties that Developer may dedicate and/or improve the Public Safety Site for the benefit of the City and/or other public agencies. To the extent that the City or its agencies benefit from any such dedication or improvement of the Public Safety Site, City shall provide Developer with a credit against any fees or assessments owed to City. Developer shall be entitled to payment from City, for the value of any dedicated land and/or improvements to the Public Safety Site that exceed the fees and costs owed by Developer to City about development of the Project. To the extent any other public agency, not within the authority of the City, benefits from the Public Safety Site, City shall cooperate in good faith with Developer in securing payment for the reasonable value of said benefit. City shall not refrain from approving, issuing, or processing any City Approval based on adverse impacts of such development on public safety facilities or services or any disagreement related to the value of the any dedicated land or improvement to the Public Safety Site.

Section 5.4. Parks.

(a) Public Art Monument. Developer shall construct and/or commission a public art monument, as detailed and discussed in the Site Map and Specific Plan, in the area designated as the Project's Gateway Park (the "**Monument**"). Any fees, expenses or amounts paid by Developer and related to the planning for or construction of the Monument shall be credited toward any of Developer's public art fees and/or Developer's park requirements under the Quemoy Act (California Government Code section 66477 et seq.).

(b) Park Plan. Developer will prepare a Park Plan for the Property. The Park Plan will identify the size and locations of the linear parks, neighborhood greens, village greens and gateway park included in the Site Map and the Specific Plan, and the construction, timing, and improvements to each park.

(c) Construction. Developer shall design and construct the parks and associated improvements in accordance with the approved Park Plan.

Section 5.5. Open Space.

(a) Open Space and Environmental Conservation Plan. Developer will prepare an Open Space and Environmental Conservation Plan for the Property, This Plan will specify the location and size of scenic open space and environmental conservations areas, conservation easements, allowable uses, and the improvements necessary to protect environmentally sensitive land, and a maintenance plan, which provides for the ongoing maintenance and continued protection of such land. The land included in the Open Space and Environmental Conservation Plan may be used in whole or in part as protected land to mitigation the impact of development of the Project.

(b) Construction. Developer shall design and construct any necessary improvements associated with the Open Space and Environmental Conservation Plan.

Section 5.6. Domestic Water.

(a) South Feather Water and Power. It is envisioned and understood by the Parties that the Project will receive domestic water from South Feather Water and Power ("**SFWP**"). City agrees to cooperate with Developer in procuring an extension of the SFWP sphere, if necessary, such that SFWP may serve the Project. Any change to the such water service shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

(b) Water System Plan. Developer has prepared and City has approved a Water System Plan for the on-site water facilities. The Water System Plan identifies the size and locations of the water lines, pressure reducing stations and flow monitoring stations required to serve the Property, as well as the construction timing of such improvements.

(c) Construction. Developer shall design, construct, and install the water system improvements in accordance with the approved Water System Plan.

Section 5.7. Sanitary Sewer.

(a) Sewer System Plan (WTRP). Developer has prepared a wastewater treatment and recycling plant (WTRP) for its on-site wastewater facilities. The Sewer System Plan identifies the size of the treatment plant, sewer lines and related facilities required to serve the Property, as well as the construction timing of such improvements. Any change to the proposed Sewer System Plan shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

(b) Construction. Developer shall design, construct, and install the sewer system improvements in accordance with the approved Sewer System Plan.

Section 5.8. Gas and Electricity. It is envisioned and understood by the Parties that the Project will receive gas and electricity services from Pacific Gas and Electric ("**PG&E**). Any change to the such gas and/or electricity service shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

Section 5.9. Solid Waste. It is envisioned and understood by the Parties that the Project will receive comprehensive solid waste services, including transportation and disposal of garbage and recycling, from NorCal Waste Systems of City of Oroville, Inc. Any change to the such solid waste service shall be considered a significant modification of this Agreement and shall require Developer's express written approval and authorization.

Section 5.10. Acquisition of Land Owned by Third Parties. In any instance where Developer is required or elects to construct any public improvement on land not owned by Developer, Developer, at its sole cost and expense, subject to the potential reimbursement from the CFD as provided for in this Agreement, shall acquire or fund the acquisition of, the real property interests necessary for the construction of such public improvements. If requested by Developer, where the affected property owner has rejected an offer by Developer based upon market value as determined by an appraisal prepared by a City approved appraiser in cooperation with City and upon Developer's provision of adequate funding, City shall promptly and timely negotiate and accomplish the purchase of the necessary real property interests to allow Developer to construct the public improvements as required by the City Approvals. Under these circumstances, in accordance with the procedures established by law, including Government Code Section 66462.5(a), requiring approval of a final map where neither the subdivide nor public agency has an interest in land sufficient to allow off-site improvements to be constructed or installed where City fails to acquire the necessary

property interests by negotiation, City shall consider use of its power of eminent domain to acquire such real property interests. Developer shall pay all reasonable costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudge or commit City regarding any findings and determinations required to be made about adoption of a resolution of necessity. Should City elect not to proceed with condemnation, Developer may, in its discretion, proceed with development of the Project as if it had constructed such public improvements on land not owned by Developer.

ARTICLE 6
FINANCING

Section 6.1. Financing of Public Facilities.

(a) Community Facilities District (CFD) Formation. Subject to the limitations herein and consistent with the Project approvals and applicable law, the Parties shall cooperate in good faith to establish the CFD pursuant to the Mello-Roos Act. The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties agree in writing otherwise. Upon the filing of a petition by Developer pursuant to Government Code section 53318(c), the City Council shall consider adopt a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts in compliance with the Mello-Roos Act to establish and implement the CFD pursuant to the terms of this Agreement, including conducting all proceedings for the establishment of the CFD, the adoption of all resolutions, ordinances and orders, and recording of maps, notices, releases, and the conduct of all hearings, elections and other public meetings required to levy the Special Taxes and, as appropriate, provide for issuance of the CFD Bonds. Developer shall cooperate with City in the formation of the CFD including the timely submission of all petitions, ballots, waivers, and consents. To the extent, the City has not already adopted policies required by Government Code Section 53312.7, City agrees to use its best efforts to adopt such policies within ninety (90) days following the Effective Date. City shall cause the CFD, upon formation, to become subject to and to comply with the provisions of this Agreement specifically applicable to the CFD.

(b) Public Benefit Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth below, the CFD may finance the design and acquisition or construction of those public facilities necessary for development of the Project which may lawfully be financed under the Mello-Roos Act and other applicable law, such improvements are included and more particularly described in a **Public Benefit Facilities Plan**, vb (collectively, the "**Public Benefit Facilities**"). Financing of the Public Benefit Facilities with CFD Bonds shall be subject to approval of the City, based on the unqualified written opinion of a nationally recognized bond counsel that interest on the CFD Bonds will be federally tax exempt. The Parties agree that about issuance of the CFD Bonds, Developer, and City will

enter into a funding and acquisition agreement in a form reasonably acceptable to City's bond counsel setting forth, among other things, the procedures for and mechanism by which Developer will be reimbursed, out of available proceeds of the CFD Bonds for Public Benefit Facilities constructed and/or paid for by Developer.

(c) Expense Reimbursement. Developer shall reimburse the City for the actual out-of-pocket costs of formation of the CFD, sale of CFD Bonds, and other costs and expenses associated with the CFD not otherwise payable from bond proceeds ("**Reimbursed Costs**"). Such Reimbursed Costs may include, without limitation, legal, financial, appraisal and engineering costs and expenses associated with (I) formation of the District; (ii) determination of the rate and method of apportionment and levy of the Special Tax; (iii) review and approval of the plans and specifications for construction of the Public Benefit Facilities; (iv) determination of the value of property; and (v) sale of CFD Bonds. All such Reimbursed Costs, together with those reasonable out-of-pocket legal, engineering and financial services cost incurred by Developer directly related to establishment and implementation of the CFD, which have been approved by the City Manager or his or her designee in his or her reasonable discretion and which may lawfully be financed under the Mello-Roos Act and other applicable law, shall be reimbursed to Developer from proceeds of the sale of CFD Bonds.

(d) Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions herein, bonds shall be issued ("**CFD Bonds**"), the proceeds of which shall be used to finance the Public Benefit Facilities, to the extent the Public Benefit Facilities legally and feasibly may be financed utilizing this method of financing. The City, in consultation with the Developer and the City's bond counsel, financial advisors and/or underwriters, shall determine the series, amounts, timing and terms of the issuance and sale of the CFD Bonds. Subject to the state of development of the Property and prevailing bond market conditions, the timing of the sale of the CFD Bonds shall be coordinated, as closely as possible, with the phasing of the development of the Property to provide financing for the Public Benefit Facilities in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, the CFD Bonds may be issued in series to help correspond to such phases. Developer agrees to assist the City in the issuance of the CFD Bonds by providing financial and development information reasonably required for due diligence and disclosures relating to the issuance of the CFD Bonds and to provide for any required continuing disclosures under applicable securities laws. The total net proceeds of the CFD Bonds (not including capitalized interest or amounts on deposit in a debt service reserve fund; underwriter fees, legal costs, administrative expenses, and other costs of issuance) shall not exceed _____ Million Dollars ($___, 000,000).

(e) Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax ("**Special Tax**") in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax shall be determined and

collected annually by the City against all taxable parcels as defined by the rate and method of apportionment of the Special Tax for the CFD. The Special Tax shall be collected in the same manner and at the same time as ad valorem property taxes, unless the City specifies some other method of collection. The Special Tax shall be set at an amount sufficient to pay the estimated annual principal of and interest on the CFD Bonds, together with required debt service coverage requirements and the annual costs of calculation, collection and disbursement of the Special Tax and the annual administration, engineering, and inspection costs associated with the CFD; provided, however, the Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 1.75% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel, and the residential or commercial unit to be constructed thereon. The rate and method of apportionment shall be drafted to allow a property owner to permanently satisfy the Special Tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Section 53344 of the Mello-Roos Act.

(f) City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that (I) City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudge or commit the City regarding the findings and determinations to be made with respect thereto.

(g) Costs If No CFD Formed. In the event that City is unable, in light of applicable laws, to make the legally required findings in connection with the formation of the CFD or the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer and Developer shall have the right to terminate this Agreement by written notice to City given within thirty (30) days following the date City announces, in light of applicable laws, that it is unable to proceed with such formation of the CFD and/or issuance of CFD Bonds. City shall cooperate with Developer in finding alternative methods to finance the Public Benefit Facilities.

(h) Developer's Consent. Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the Public Benefit Facilities in accordance with this Agreement, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property.

(l) Notification of Fees, Taxes, and Assessments. Developer shall provide actual and conspicuous notice to potential homeowners, in a form reasonably acceptable to the City and in compliance with all applicable legal requirements (including, without limitation, applicable provisions of Government Code Section 53341.5), of all fees, taxes, and assessments to be charged to all purchasers of real property interests in the Project. Developer shall provide potential homeowners with a written and itemized notice of such projected costs and the way they will be charged to the potential homeowner, which notice the potential homeowner shall sign. Developer shall retain a copy of each signed notice in Developer's files for at least five (5) years following the date of such notice, and shall provide a copy of any signed notice to the City Community Development Director, upon sixty (60) days written request from City.

6.2 Financing Renewable Energy Improvements.

(a) Contractual Assessment District Formation. The Parties agree to work cooperatively together in good faith to establish a contractual assessment district pursuant to California Streets and Highways Code sections 5898.20 et seq., over and including the Property and capable of levying special assessments on property within the boundaries of the CAD to finance, directly or by issuance of taxable or tax-exempt bonds, certain renewable and/or energy efficiency improvements.

(b) Issuance of CAD Bonds. Upon successful formation of the CAD, and subject to the restrictions herein, bonds shall be issued ("**CAD Bonds**"), the proceeds of which shall be used to finance the renewable and/or energy efficiency improvements about a voluntary contractual assessment program to be established pursuant to California Streets and Highways Code sections 5898.20 et seq. The City, in consultation with the Developer and the City's bond counsel, financial advisors and/or underwriters, shall determine the series, amounts, timing and terms of the issuance and sale of the CAD Bonds. Subject to the state of development of the Property and prevailing bond market conditions, the timing of the sale of the CAD Bonds shall be coordinated, as closely as possible, with the phasing of the development of the Property to provide financing for the renewable and/or additional energy improvements in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, the CAD Bonds may be issued in series to help correspond to such phases. Developer agrees to assist the City in the issuance of the CAD Bonds by providing financial and development information reasonably required for due diligence and disclosures relating to the issuance of the CAD Bonds and to provide for any required continuing disclosures under applicable securities laws. The total net proceeds of the CAD Bonds (not including capitalized interest or amounts on deposit in a debt service reserve fund; underwriter fees, legal costs, administrative expenses, and other costs of issuance) shall not exceed _____ Million Dollars ($___, 000,000).

(c) City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that (I) City reserves full and complete discretion

with respect to legally required findings that must be made in connection with formation of the CAD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of the CAD, and (iii) nothing in this Agreement is intended to or shall prejudge or commit the City regarding the findings and determinations to be made with respect thereto.

ARTICLE 7
MORTGAGEE PROTECTION

Section 7.1. Mortgagee Protection. This Agreement, once executed, shall be superior and senior to any lien placed upon the Property or any portion thereof following recording of the MOA, including the lien of any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete improvements, or to guarantee such construction or completion. A Mortgagee who takes lawful possession of the Property shall, however, assume any or all development rights consistent with any vested rights and this Agreement.

ARTICLE 8
SUSTAINABLE DEVELOPMENT AND GREEN BUILDING

Section 8.1. Sustainable Development and Green Building Objectives. It is the intent of Developer to design and develop the Project in a manner that utilizes and incorporates sustainable development and/or green building principles and strategies aimed at increasing the efficiency with which the Project and the homes and commercial buildings therein use energy, water, and other resources. Due to the lack of a universally accepted definition of "sustainable development" and "green building," Developer and City have agreed to establish the following requirements for the Project to provide an objective basis for evaluating whether the Project has incorporated meaningful sustainable development and/or green building strategies as intended by the Parties.

Section 8.2. Residential Buildings.

(a) Single Family Residential Unit. The Parties agree that each single family residential home built in the Project shall be rated using **Build It Green's Green Point Rated program, 2009 Single Family New Homes Edition**. Any such single-family home in the Project shall receive a Green Point Rated score of fifty (50) points or more. Any home failing to attain a Green Point Rated score of fifty (50) points or more within twelve (12) months of issuance of a certificate of occupancy shall require Developer, or the homebuilder if the homebuilder is other than Developer, to pay the Sustainable Liquidated Damages as described in Section 8.5 below.

(b) Multi-Family Residential Unit. The Parties agree that each multi-family residential home built in the Project shall be rated using **Build It Green's Green Point Rated program, 2009 Multi-Family New Homes Edition.** Any such single-family home in the Project shall receive a Green Point Rated score of fifty (50) points or more. Any home failing to attain the Green Point Rated score of fifty (50) points or more within twelve (12) months of issuance of a certificate of occupancy shall require Developer, or the builder if the builder is other than Developer, to pay the Sustainable Liquidated Damages described in Section 8.5 below.

Section 8.3. Non-Residential Buildings. The Parties agree that each non-residential building in the Project shall be designed to be fifteen percent (15%) more energy efficient than the version of Title 24, Part 6 of the California Code of Regulations ("**Title 24**"), in effect on January 1, 2009, as to be confirmed by a California registered engineer or architect prior to issuance of a building permit. The failure of any non-residential unit to comply with this Section 8.3 shall be subject to and require Developer to pay the Sustainable Liquidated Damages described in Section 8.5 below.

Section 8.4. Project Certification. Developer may, in its sole discretion, seek certification of the Project or buildings therein under the United States Green Building Council's Leadership in Energy and Environmental Design Green Building Rating System ("**LEED**"), including the LEED for Neighborhood Development program ("**LEED-ND**"), or other third party rating system or program from time to time. However, any such certification pursuits shall be voluntary and are not in any way required or enforceable under this Agreement.

Section 8.5. Sustainable Liquidated Damages. If any building fails to comply with sections 8.2 or 8.3 of this Article 8, Developer shall pay to City, as liquidated damages _____ per home that does not comply as provided herein _____) per non-conforming commercial building as provided herein (the "**Sustainable Liquidated Damages**"). Such Sustainable Liquidated Damages shall be considered full and just compensation to City for any damages arising from this Article 8 and City shall make no other or any additional claims for damages or remedies. City shall use any funds paid hereunder for any purposes that the City deems reasonably related to promoting energy or water efficiency.

Section 8.6. Remedies. The failure of any building to comply with this Article 8 shall not be considered a breach or default under or in any way lead to the termination of, this Agreement. The Parties agree that section 8.5, and the Sustainable Liquidated Damages in that Section, shall be the sole and absolute remedy available to City. There shall be no third-party beneficiaries that have any rights under this Article.

Section 8.7. No Representation or Warranty. According to sustainable development proponents and reported information, buildings that obtain certification under Build It Green's Green Point Rated program or the LEED Green Building Rating System or projects that incorporate sustainable design features may offer the potential benefits of increased energy efficiency, decreased water consumption, and enhanced indoor air quality, among other benefits. While purchasers, occupants, guests and invitees of the Project or any building therein may enjoy such benefits because of the Project's sustainability features, or certification status if obtained, Developer cannot and does not make any guarantee, representation, or warranty, express or implied, that any such benefits will be realized. Furthermore, the conferring of LEED or Green Point certification is as of a date certain and may be predicated on certain assumptions, estimates, energy modeling and other studies conducted by the Developer and its design and consultant professionals during the design, construction and/or certification process. Nothing herein should be construed as a representation or warranty by Developer that the Project or any buildings therein will in fact perform at the levels indicated in any such assumptions, estimates, models, or studies or that the levels of energy and water efficiency, indoor air quality or other operational efficiency that may in fact exist at the commencement of occupancy will remain unchanged. Furthermore, Developer shall have no duty or obligation to seek recertification or rerating of any home or building after the initial obligations under sections 8.2 and 8.3 are met.

Section 8.8. Additionality for Energy Efficiency or Carbon Credits. Developer has voluntarily agreed to include the provisions of this Article 8 in the Agreement to promote reduced energy use and greenhouse gas emissions generated by buildings in the Project and to enable Developer to qualify for, monetize and market carbon and/or energy efficiency credits and benefits that may result therefrom. But for Developer's ability to monetize and market such carbon and/or energy efficiency credits and benefits, Developer would not have voluntarily agreed to this Article or imposed such restrictions upon the Project. City acknowledges that it has not otherwise required Developer to agree to this Article, and that but for Developer's voluntary inclusion of this Article in the Agreement, Developer would have no obligation to build above or beyond existing building codes, standards, and requirements. It is further envisioned and agreed upon by the Parties that neither City nor any future property owner shall have any right to such credits and/or benefits and that such Party assign and/or waive any rights and benefits to Developer.

ARTICLE 9
DEFAULT

Section 9.1. General Provisions.

(a) Subject only to any extension of the Term of this Agreement, or as or otherwise provided herein, the failure or delay by either Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement shall give the other Party not less than sixty (60) days written notice, which shall specify the nature of the alleged default and the way the default may be cured. During any such sixty (60) day period, the charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the sixty (60) day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice if the breach cannot reasonably be cured within sixty (60) days, the other Party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to California Government Code section 65868 and the City Development Agreement Ordinance.

(c) Prior to giving notice of intent to terminate or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review in the manner set forth in Government Code sections 65865, 65867, and 65868 and/or the comparable provisions of the City Development Agreement Ordinance within thirty (30) calendar days from the termination of the sixty (60) day notice period.

(d) Following consideration of the evidence presented and said review before the City, and after providing an additional thirty (30) day period to cure, the Party alleging the default by the other Party may institute legal proceedings, against the other Party, or may give written notice of termination of this Agreement to the other Party.

(e) Evidence of default may arise during a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1 as set forth in section 9.2. If either Party determines that a Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in section 9.1(c), said Party may give written notice of termination of this Agreement specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in sixty (60) days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the

defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer or its successors in interest are in default under the terms and conditions of this Agreement, no building permit application shall be accepted by the City nor building permit be issued to Developer or its successor unless and until such default is cured, or the Agreement is terminated and Developer has otherwise satisfied all City land use and development regulations as they exist at the time of application for a building permit.

Section 9.2. Annual Review. City 's Director of Development Services (the "Director") shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review by the Director shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. Notice of such annual review to Developer shall include a statement by Director on behalf of the City that any review may result in amendment or termination of this Agreement. The reasonable costs of notice and related costs incurred by Director for such annual review shall be borne by Developer. A finding by Director of Developer's good faith compliance with the terms of the Agreement shall be evidence of Developer's compliance with this Agreement, up to and including the date of said review. Any Party may appeal the determination of Director by filing a written appeal with the Clerk of the Board within ten (10) days of the Director's determination. The City shall send by mail, fax or electronic delivery a copy of all staff reports relevant to the Project and, to the extent practical, related exhibits concerning contract performance to Developer at least seven (7) calendar days prior to such periodic review.

Section 9.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors and/or assignees, an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement and that the Agreement has not been terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, the City s failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations and policies regulating the use and development of the Property or the Project subject to this Agreement.

Section 9.4. Developer Default Limited to Property/Entity; Separate Obligations of Owners. The failure of Developer, or any one of its assignees, or successors, to perform a covenant or obligation required by this Agreement shall be severable and any remedy arising from such default shall be solely applicable to the defaulting owner and the portion of the Property and/or Project thereby owned. No default hereunder may be applied to any other non-defaulting owner or developer.

Section 9.5. Default by City. In the event City does not except, review, approve or issue development permits or entitlements in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination or cancellation of this Agreement.

Section 9.6. Cumulative Remedies of Parties. In addition to any other rights or remedies, City and/or Developer may institute legal or equitable proceedings to cure, correct or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms with section 9.1(c) of this Agreement.

Section 9.7. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government or litigation or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 10
TERMINATION

Section 10.1. Termination Upon Completion of Development. Subject to the automatic extension noted above, this Agreement shall terminate upon the expiration of the Term or when the Property has been fully developed and all of Developer and City obligations hereunder have been satisfied. Upon termination of this Agreement, City shall record a notice of such termination. This Agreement shall automatically terminate and be of no further force or effect as to any single-family residence, multi-residential dwelling units or any non-residential building, and the parcel upon which such residence or building is located, when it has been approved by the City for occupancy. Upon request by the Developer, the City shall record a Notice of Termination.

Section 10.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies and/or damages based upon acts or omissions occurring prior to said termination.

Section 10.3. Effect of Termination on City. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies and/or damages based upon acts or omissions occurring prior to said termination.

ARTICLE 11
OTHER GENERAL PROVISIONS

Section 11.1. Assignment and Assumption. Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property and this Agreement to any person, firm or corporation during the Term of this Agreement. Any assignee of Developer shall have all of the benefits and burdens of this Agreement, which shall run with the land and inure to the benefit of the assignee and City. Developer shall provide City with written notice of sale, assignment, or transfer, of all or a portion of the Property (not including a financing transaction), at least thirty (30) days in advance of such action, provided such notice requirement shall not apply to the sale of five or fewer single-family lots or residences to an individual or entity in a single transaction. Failure to give such notice shall not affect the validity of the transaction. The notice requirement shall not confer any right of approval in the City but shall be provided for informational purposes only. Any assumption of all or part of this Agreement must be done in writing and in the form of the **Assumption Agreement.** Upon execution of an Assumption Agreement, Developer shall be relieved of any obligations under this Agreement expressly assumed by the assuming party. Further, no sale, transfer, assignment or other disposition of all or a portion of the Property or Project, or creation of a joint venture or partnership, shall require the amendment of this Agreement.

Section 11.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Property or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including California Civil Code Section 1468. Each covenant herein to act

or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Property, and is binding upon the Developer of all or a portion of the Property and each successive Developer during its development of such Property and Project or any portion thereof, and until such time as said obligation are terminated pursuant to section 10.1 of this Agreement.

Section 11.3. Amendment to Agreement (Developer and City. This Agreement may be amended by mutual consent of the Parties in writing, in accordance with the provisions of Government Code section 65868 and the comparable provisions of the City Development Agreement Ordinance. A any "substantive amendment" shall require a public hearing before the City Council, unless otherwise provided by law. An amendment shall be deemed substantive if it is one which changes the Term of the Agreement or modifies the provisions of the Agreement dealing with the permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, monetary contributions by Developer, or any other material term or condition of the Agreement.

Section 11.4. Releases. Developer shall be relieved itself from further obligations relating to all or part of the sold, assigned, and/or transferred Property and/or Project, provided that:

(a) The Clerk of the City Council has received a copy of the Assumption Agreement; and

(b) The buyer, of the Property or portions thereof, by executing the Assumption Agreement, has expressly assumed any and all applicable obligations under this Agreement.

Section 11.5. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by

Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Oroville 1735 Montgomery Street Oroville, CA 95965 Attention: Chief Administrative Officer Tel: (530) 538-2401
With copies to:	City of Oroville 1735 Montgomery Street Oroville, CA 95965 Attention: Director of Development Services Tel: (530) 538-2401
and	City of Oroville 1735 Montgomery Street Oroville, CA 95965 Attention: City Counsel Tel: (530) 538-2401
If to Developer:	JKB Living LLC. on behalf of Lucky Hills Properties, LLC P.O. Box 2998 Turlock, Ca. 95382 Attention: James Brenda Tel: (209) 632-2647
With a copy to:	

Section 11.6. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 11.7. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this

Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 11.8. Third Party Legal Challenge. In the event, any legal action or special proceeding is commenced by any person or entity challenging this Agreement, any Existing City Approval, entitlement, or component thereof, the EIR for the Project or any Subsequent City Approval granted by the City for the Project (collectively, "**Project Litigation**"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation. Upon the commencement of such Project Litigation, Developer may choose to indemnify, hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Neither Party shall settle such lawsuit without the consent of the other Party. Both Parties shall act in good faith, and shall not unreasonably withhold consent to settle. Developer shall pay any agreed upon litigation fees to City, within sixty (60) days of receiving a written request and accounting of such fees and expenses, from City. Unless prevented by law or court order, City shall continue to process Developer's City Approvals and to implement this Agreement and any delay or failure to process such approvals or to take such other actions shall be considered a default by City of this Agreement.

Section 11.9. Standard Terms and Conditions.

(a) Venue. Venue for all legal proceedings shall be in the Superior Court for the City Oroville.

(b) Waiver. A waiver by any Party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments, and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written, electronic or oral, between the Parties hereto with respect to the Property and the Project.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” is permissive.

(h) Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

(i) Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors, and assigns.

(j) Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

(k) Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other and further instrument in documents as may be necessary and convenient to the fulfillment of these purposes.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term a condition in herein.

(m) Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state and/or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any

other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(n) Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(o) Advice of Legal Counsel. Each Party acknowledges that it is reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

(p) Attorneys Fees and Costs. If any action at law or in equity, including action for declaratory relief, are brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(q) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement as defined above.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

CITY:

City of Oroville

By:_____
Chief Administrative Officer

Date Signed:_____

Per Ordinance No. ___ adopted by the City Council on _____.

Approved as to Form:

By:_____
City Counsel

Attest:

By:_____
Clerk for the City Council

DEVELOPER:

Lucky Hills Properties, LLC, a California limited liability company

By:_____

Title:_____

Date Signed:_____

DRAFT

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, DIRECTOR (530) 538-2433**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **GROUND LEASE AGREEMENT WITH MODERN BUILDING INC. FOR THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council will review and consider approving a ground lease agreement with Modern Building Inc. for the phased construction of 350,000 square feet of new building space for the expansion of Graphic Packaging International (GPI) which will require 13.6 acres of airport property to be leased for a non-aeronautical use.

DISCUSSION

On January 17, 2017, the Oroville Planning Commission reviewed and approved Use Permit No. 17-02 for the phased construction of 350,000 square feet of new building space which will require 13.6 acres of airport property to be leased for a non-aeronautical use. This 13.6-acre property surrounds a 6.5-acre property currently supporting an existing GPI facility and was part of a Land Release Request (LRR) submitted by the City to the Federal Aviation Administration (FAA) which has been conditionally approved. The 13.6 acres has conditionally received a non-aeronautical land use designation by the FAA which permits the 13.6 acres of property to be leased at fair market value to facilitate the planned expansion **(Attachment A)**. The project is located within the boundaries of the Oroville Municipal Airport at 525 Airport Parkway (APN: 030-260-039). Once the City enters into a lease agreement for use of the 13.6 acres for non-aeronautical use, subject to all FAA requirements, including but not limited to lease rates at Fair Market Value, an executed copy will be provided to the FAA.

The proposed ground lease would be between the City of Oroville and Modern Building, Inc., who will construct and own the proposed building that would be leased to GPI. The term of the ground lease, as proposed, would be for 30 years with an option to renew lease for four (4) additional terms of five (5) years each (Not to exceed twenty (20) years in total), subject to the review and approval of the Oroville City Council and the FAA. Rent would be $2,276.51 per month, and be payable in three month installments with the rental due on the third day of the month and every three months thereafter. The rent will be subject to a 3% annual inflation factor increase. The primary use of the land will be for the construction and operation of the packaging plant expansion. Other

additional uses of the land shall not be allowed without prior approval by the City. Under the terms of the proposed agreement, lessee shall not assign this lease or any portion of said real property or rights without first obtaining written consent from the City. Additionally, lessee will be responsible for all utility services, such as gas, water, electricity and sewer, as well as garbage removal services at no cost to the City.

A minor amendment to this agreement will be brought back at a subsequent meeting as Modern Building Inc. intends to adjust the lot line to the edge of the building. The intended lot line adjustment will revise the lease area from 6.50 to 5.95 acres.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) Review

An Environmental Checklist and Initial Study were prepared to examine potential areas of impact resulting from this project. The Initial Study found that although the proposed project could have a significant effect on the environment, there will not be any significant environmental impacts resulting from this project because all applicable regulations in addition to the proposed mitigation measures will reduce any potentially significant impacts to a less than significant level. As a result, an Environmental Impact Report was determined not to be required and a Mitigated Negative Declaration was prepared and adopted by the Planning Commission on January 17, 2017.

National Environmental Policy Act (NEPA) Review

The FAA Order 1050.1E, CHG 1 updates the FAA agency-wide policies and procedures for compliance with the National Environmental Policy Act (NEPA) and implementing regulations issued by the Council on Environmental Quality (40 CFR parts 1500-1508). The provisions of this order and the CEQ regulations apply to actions directly undertaken by the FAA and where the FAA has sufficient control and responsibility to condition the license or project approval of a non-Federal entity. Paragraph 307 provides the list of categorical exclusions for FAA actions that are administrative or general in nature. The proposed project conforms to FAA Order 1050.1E, paragraph 307b, which specifies as follows:

> *"Release of an airport sponsor from Federal obligations incurred when the sponsor accepted: (1) an Airport Improvement Grant; or (2) Federal surplus property for airport purposes. FAA consent to long term leases (i.e., those exceeding 20 years) converting airport-dedicated property to non-aeronautical, revenue-producing purposes (e.g., convenience concessions such as food or personal services) has the same effect as a release and is part of this categorical exclusion provided that the proposed any reasonably foreseeable uses of the property do not trigger extraordinary circumstances as described in paragraph 304."*

The City of Oroville submitted an Extraordinary Circumstances Evaluation Informational Submittal for Categorical Exclusion of Airport Projects dated April 9, 2013. The City subsequently received a letter from the FAA dated September 11, 2014 indicating their determination that the proposed action is Categorically Excluded pursuant to FAA Order

1050.1E as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for this action is necessary for NEPA purposes.

FISCAL IMPACT

The initial term of the ground lease would be for 30 years and a monthly rent of $2,276.51. The rent will be subject to a 3% annual inflation factor increase. Revenues are recorded in the Airport Fund 4201-4450.

RECOMMENDATION

Adopt Resolution No. 8668 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR USE OF AIRPORT PROPERTY FOR A NON-AERNAUTICAL USE RELATED TO THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL - (Agreement No. 3239).

ATTACHMENTS

A – Land Use Change Authorization
B – Map of Lease Area
C – Site Plan
D – Resolution No. 8668
E – Agreement No. 3239

U.S Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

Land-Use Change Authorization
Oroville Municipal Airport

The City of Oroville (City), the owner and operator of Oroville Municipal Airport (Airport), requested authorization from the Federal Aviation Administration (FAA) for a land-use change for a portion of land, as more particularly described in Exhibit A, that is subject to the conditions and restrictions set forth in a Quitclaim Deed and Grant Agreements, since the portion of land is not presently needed for aviation purposes.

The land-use change will allow the City to lease or rent the land for revenue producing purposes that will serve to make the airport as self-sustaining as possible. The lease revenue, that will be based on the land's fair market value, is obligated to be used for the capital and operating costs of the airport in accordance with Title 49 United States Code (USC) §47107(b) and §47133.

The FAA has determined that the portion of land herein described in Exhibit A is not presently needed for an aeronautical purpose and may be used to earn revenue from other compatible non-aeronautical uses. The land-use change does not release the land from its airport obligations. It remains part of the airport and subject to terms and conditions of the Quitclaim Deed and Grant Agreements.

This authorization made by the FAA, pursuant to the provisions contained in Title 49 USC §47107(h) and §47153 and the criteria in FAA Order 5190.6B, Chapter 22, hereby grants the City an authorization to use airport property at Oroville Municipal Airport for revenue-producing purposes from other than aviation uses. Notwithstanding, this authorization does not prevent the land's reuse for an aviation purpose or the restoration of the property to an aeronautical use.

In consideration of the benefits to accrue to the Airport and to civil aviation, the FAA hereby authorizes a land-use change for the portion of land at the Airport containing approximately 13.65 acres, more or less, and more particularly described in Exhibit A, so it may be leased or rented for other than airport purposes. This authorization is granted without waiver of any other rights and interests reserved to the FAA at the Airport. Furthermore, this authorization is granted subject to the conditions and restrictions contained in Exhibit B, attached hereto, which contains provisions to be included in the agreement for use of the land subject to this authorization.

The FAA has caused this Authorization to be executed on October 30, 2014.

By: Robin K. Hunt

Robin K. Hunt
Manager
San Francisco Airports District Office
Western-Pacific Region
Federal Aviation Administration

****

City of Oroville Acknowledgment

The undersigned official hereby acknowledges the acceptance of the terms and conditions of this Authorization for the governing body of the City of Oroville.

By _____ 12.02.2014
Signature Date

Linda L. Dahlmeier, Mayor
Print Name and Title

Exhibit A

Legal Description for Portion of Airport Land Bounded by Airport Drive

The affected portion of land is approximately 13.65 acres.

The metes and bounds legal description and plot plan follow on the next page

EXHIBIT "A"

Oroville Municipal Airport

All that real property, situate in the City of Oroville, County of Butte, State of California, being a portion of the Oroville Municipal Airport located in Section 22, Township 19 North, Range 3 East, Mount Diablo Meridian and more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on the Map of South Thermalito, filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 89°59'37" West, 1460.70 feet, to a point on the north line of Larkin road, said point being the easterly terminus of that course shown as South 89°59'37" East, 1676.05 feet according to said Record of Survey;

Thence along the said north line, North 89°59'37" West, 1126.07 feet;

Thence North 13°42'10" West, 701.66 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a curve to the right, concave easterly, having a radius of 72.00 feet;

Thence northerly, along said curve, through a central angle of 46°38'46", for an arc distance of 58.62 feet;

Thence North 32°56'36" East, 648.71 feet to the beginning of a curve to the right, concave southerly having a radius of 234.00 feet;

Thence easterly, along said curve, through a central angle of 110°47'10", for an arc distance of 452.46 feet;

Thence South 36°16'14" East, 871.02 feet to the beginning of a curve to the right, concave westerly, having a radius of 68.50 feet;

Thence southerly, along said curve, through a central angle of 115°49'56", for an arc distance of 138.48 feet;

Thence South 79°33'42" West, 1097.46 feet, to the beginning of a curve to the right, concave northeasterly, having a radius of 45.00 feet;

Thence northerly, along said curve, through a central angle of 86°44'08", for an arc distance of 68.12 feet, to the end of said curve;

Thence North 13°42'10" West, 374.22 feet, to said true point of beginning.

EXCEPTING THEREFROM a portion of Block 156 as shown on the Map of South Thermalito filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, being more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on said map, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 63° 00' 37" West, 1923.60 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085 and the True Point of Beginning for the herein described parcel of land;

Thence south 53° 39' 00" West 600.00 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085;

Thence North 36° 21' 00" West 150.00 feet;

Thence South 53° 39' 00" West 85.00 feet;

Thence North 36° 21' 00" West 282.00 feet;

Thence North 53° 39' 00" East 685.00 feet;

Thence South 36° 21' 00" East 432.00 feet to the point of beginning and the end of this description.

Said real property contains 13.65 acres more or less.

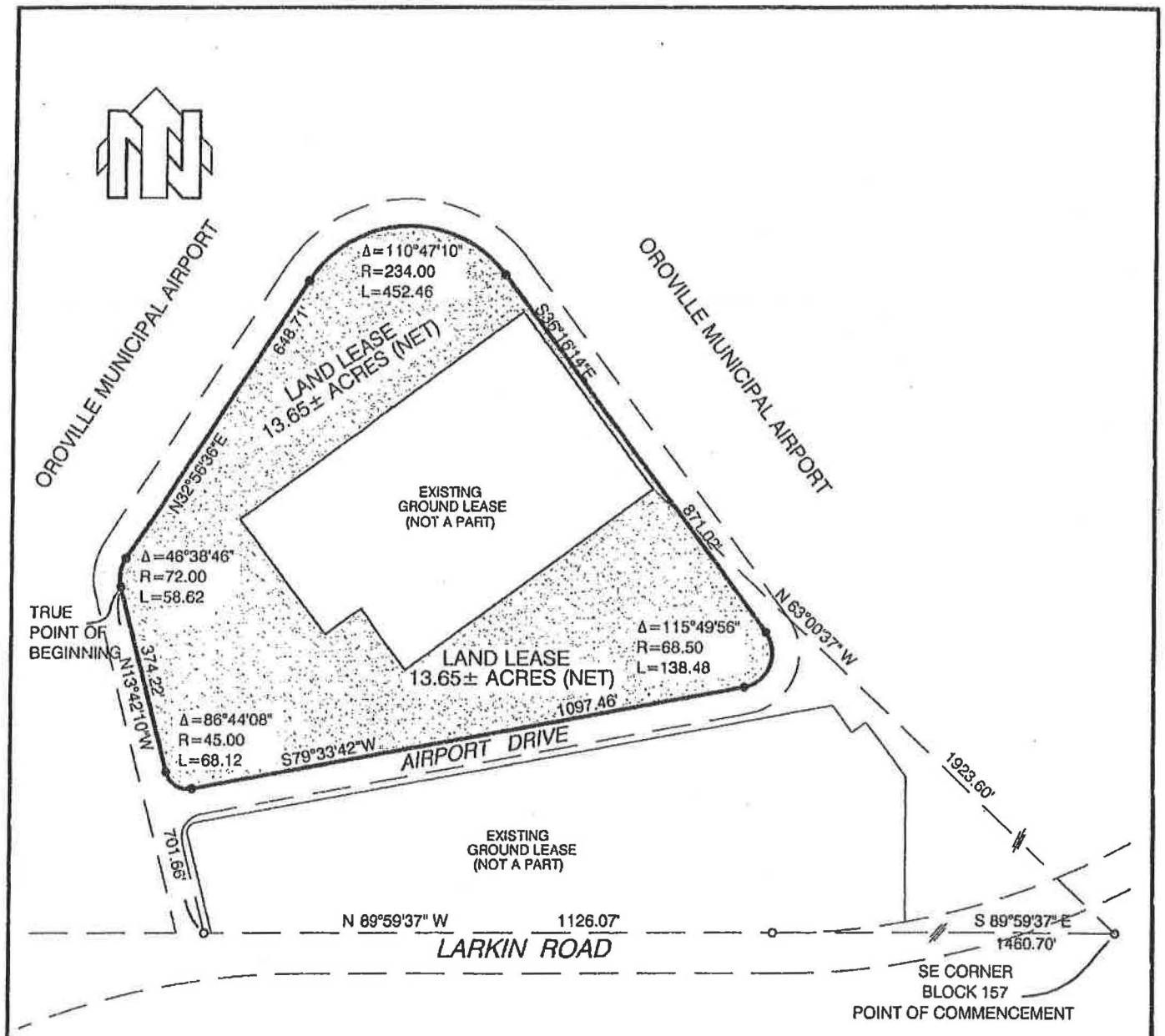
The Basis of Bearings for this description is the same as shown on said Record of Survey filed in Book 96 of Maps at Pages 78 – 82.

Michael L. Mays, LS 6967
NorthStar Engineering

LICENSED LAND SURVEYOR
MICHAEL L. MAYS
No. 6967
STATE OF CALIFORNIA

Date: 1/23/13

EXHIBIT A



LICENSED LAND SURVEYOR
MICHAEL L. MAYS
NO. PLS 6967
STATE OF CALIFORNIA

1/23/13

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THAT RECORD OF SURVEY FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER IN BOOK 96 OF MAPS AT PAGE 78.

NorthStar ENGINEERING
111 Mission Ranch BLVD, STE 100
Chico, California 95926
Phone: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

PREPARED FOR:

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965

JOB TITLE:

OROVILLE MUNICIPAL AIRPORT
LAND LEASE REQUEST
13.65 ACRES

SCALE:	1" = 300'
JOB NO.:	12-078
DATE:	12-18-2012
DRAWN BY:	MLM
CHECKED BY:	CHECKED
SHEET NO.:	1 OF 1

Exhibit B

Lease and Use Agreement Provisions

The instrument used by the City of Oroville to lease or rent real property described in the land-use change authorization shall include the following provisions.

Lease and Use Agreement Provisions follow on the next page

Exhibit B

Lease and Use Agreement

1. The (lessee, Licensee, permittee) for himself, his personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (licensee, lessee, permittee) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, and as said regulations may be amended.

(The airport sponsor shall insert the paragraph above in airport contracts, leases, subcontracts, subleases and other agreements at all tiers.)
(Additional information regarding civil rights and Disadvantaged Business Enterprise obligations can be obtained from the FAA Civil Rights Office.)

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee) and without interference or hindrance.

3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee) in this regard.

4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to reconcile a conflict with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for the termination of (lessee's, licensee's, pemittee's) rights that are in conflict with the federal agreement. Furthermore, a right of first refusal shall be subordinate to the sponsor's agreements with the United States requiring that the airport serve an airport purpose and such right shall not prevent airport land from being used for an airport purpose or its use by an aeronautical user. Furthermore, a right of first refusal to convert airport land to a non-aeronautical use shall not be exercised without the written approval of the Federal Aviation Administration.

5. There is reserved to the airport owner/sponsor, its successors and assignees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the (leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for

navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event construction of a building or facility is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.

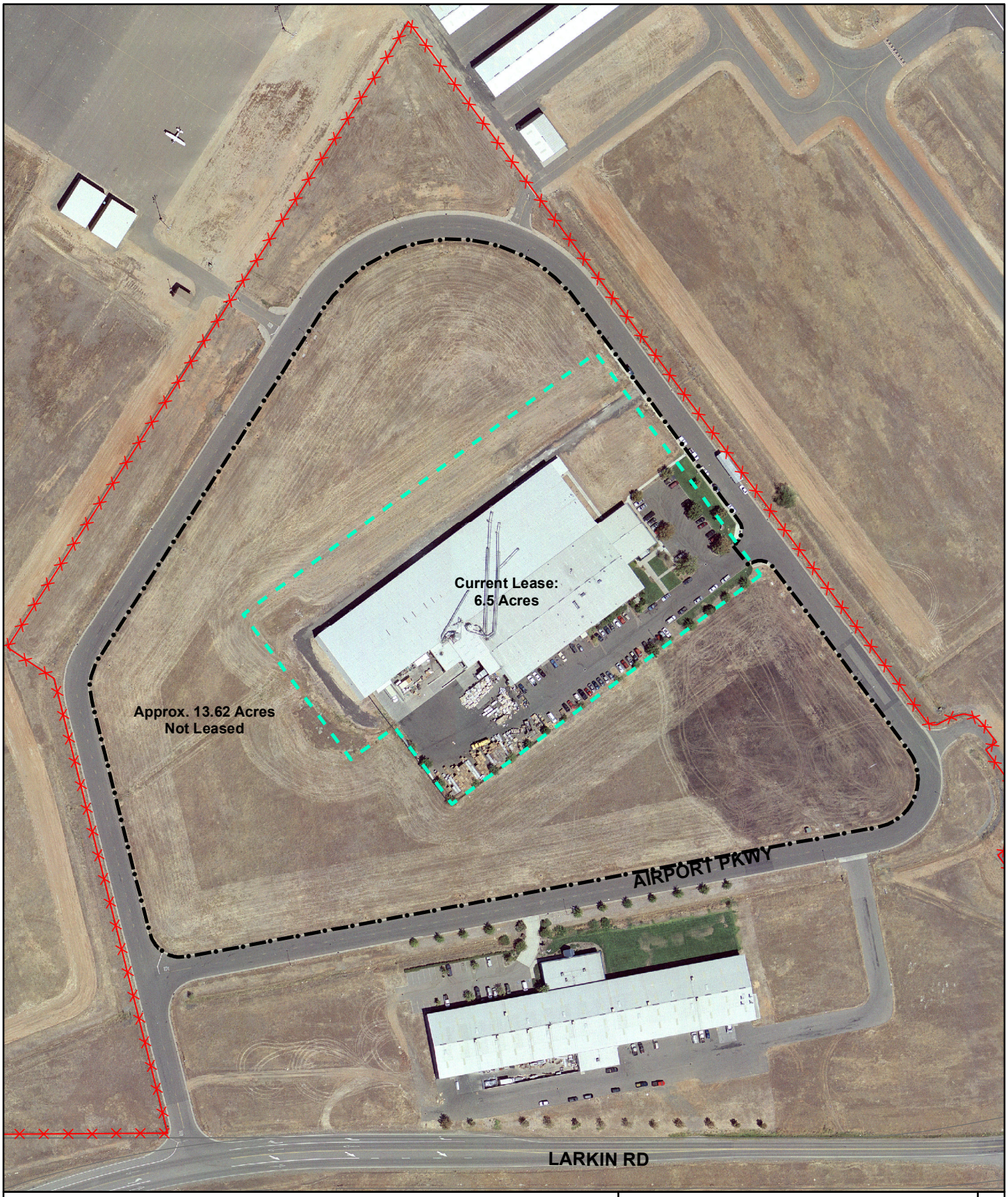
7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assignees that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assignees that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. With specific regard to aeronautical activities, it is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

10. This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airfield and other nonexclusive use areas of the airport or the exclusive or nonexclusive use of the airfield and other nonexclusive use areas of the airport by the United States during a time of war or national emergency.

11. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport and the airfield operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.



GPI Appraisal Map

Portion of APN 030-260-039

0 125 250 500
Feet

Airport Fenceline
Current GPI Lease Boundary
Appraisal Boundary

N

LOCATION MAP NTS

BUILDING DATA

	SQUARE FOOTAGE	EVE HEIGHT	RIDGE HEIGHT
BLDG 1 –	159,025 SF	25'–0"	31'–8"
BLDG 2 –	1,519 SF	21'–4"	22'–8"
BLDG 3 –	115,200 SF	24'–6"	29'–6"
BLDG 4 –	75,000 SF	25'–5"	31'–8"
	350,000 SF		

PARKING DATA

220 SPACES
INCLUDING 9 ACCESSIBLE SPACES

Designed:	MKG		
Drawn By:	MKG		
Approved:			
Date:	[illegible]		

Revision	Date	By

NorthStar
Civil Engineers..Surveyors
Chico, California

111 Mission Ranch Blvd., Ste. 100
Chico, California 95926
Ph: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

SIERRA PACIFIC PACKAGING, INC
AIRPORT PARKWAY
OROVILLE, CALIFORNIA

SCHEMATIC DESIGN
NEW OFFICE AND STORAGE FACILITIES

Job Number	Scale	Sheet 1 Of 1
	1" = 40' Horz N/A Vert	

CITY OF OROVILLE
RESOLUTION NO. 8668

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR USE OF AIRPORT PROPERTY FOR A NON-AERNAUTICAL USE RELATED TO THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL

(Agreement No. 3239)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a ground lease agreement with Modern Building, Inc. for the lease of 13.65 acres of airport property for a non-aeronautical use.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

OROVILLE AIRPORT GROUND LEASE

This Oroville Airport Ground Lease (the "Lease") is entered into effective _____, 2017 (the "Effective Date") by and between the City of Oroville, a Municipal Corporation ("Lessor"), and Vista La Mesa LLC, a California limited liability company ("Lessee") as follows:

1. Description of Property.

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor all that certain real property located at the Oroville Municipal Airport, (the "Airport") as more particularly described as being a portion of Butte County Assessor's Parcel Number 030-260-039 (the "Property"), totaling 13.65 acres, as depicted in Exhibit "A" attached hereto (the "Premises"), which exhibit is by this reference incorporated herein.

Lessor currently leases to Graphic Packaging International, Inc. ("GPI") a portion ("the GPI Parcel") of the Property (the "GPI Lease"). Lessee intends to sublease the Premises to GPI (the "GPI Sublease"). In order for the Improvements (as referenced in Paragraph 4 below) to be constructed contiguous to the improvements constructed on the GPI Parcel, Lessor hereby approves the Amendment To Oroville Airport Ground Lease, a copy of which is attached hereto as Exhibit "B" and hereby incorporated by reference (the "Amendment") to amend the legal description of the Premises, as described in the Amendment, shall be executed concurrently with this Lease. Lessor further agrees to amend the GPI Lease to amend the legal description of the GPI Parcel as described in the Amendment.

2. Term of Lease.

The initial term of this Lease shall be for a period commencing on the Effective Date and ending on the date which is thirty (30) years after the Rent Commencement Date as defined in Paragraph 4 below (the "Initial Term"). At the end of the Initial Term, Lessee shall have an option to renew this Lease for four (4) additional terms of five (5) years each (not to exceed twenty (20) years in total), subject to the review and approval of the Oroville City Council and the Federal Aviation Agency (the "FAA"). The terms of such extended lease shall, other than the term, be as specified in this Lease. The approval of the option to renew shall not be withheld unreasonably by Lessor.

Lessee shall have the option, prior to the Rent Commencement Date (as defined in Paragraph 4 below), to terminate this Lease upon the occurrence of any of the following:

(A) Lessee's inability to negotiate a sublease of the Premises with GPI.

(B) Lessee's inability to obtain financing to construct the Improvements (as referenced in Paragraph 4 below).

(C) Lessee's inability to obtain all permits required to construct the Improvements (as referenced in Paragraph 4 below).

(D) Lessor's inability to obtain FAA approvals for this Lease, the Amendment, and the Improvements (as referenced in Paragraph 4 below).

Lessee shall have the option (which may be exercised in Lessee's sole discretion), after the Rent Commencement Date (as defined in Paragraph 4 below), to terminate this Lease in the event of the expiration or earlier termination of the GPI Sublease.

3. Rental.

Lessee covenants and agrees to pay to Lessor, beginning on the Rent Commencement Date (as defined in Paragraph 4 below), a rental of $2,276.51 dollars per month, which rental shall be payable in three month installments with the rental due on the third day of the month and every three months thereafter. Effective September 1, 2018, the rent shall be subject to a 3% annual inflation factor increase.

4. Use of Premises.

The primary use of the Premises by Lessee shall be for the construction and operation of a manufacturing plant, warehouse and general office use and all related or ancillary uses that may be customary from time to time for such Premises and, subject to any building permit procedures that may exist at the time, any reconstruction thereof and any subsequent renovations thereof. Other additional uses of the Premises by Lessee shall not be allowed without prior approval by the Lessor, which approval shall not be unreasonably withheld.
Attached hereto as Exhibit "C" is a Site Plan (the "Site Plan") for the Improvements to be constructed by Lessee on the Premises. Attached hereto as Exhibit "D" are the New Warehouse Building Plans for the building to be constructed by Lessee on the Premises (the "Building Plans). Lessor hereby approves the Site Plan (including the location of the Improvements) and the Building Plans. Upon execution of this Lease, Lessee will apply for (a) a Grading Permit to perform the grading and site work described in the Site Plan and (b) a Building Permit to construct the Improvements. It is anticipated that the schedule for the construction of the Improvements will, depending on weather and other variables, be approximately six (6) to nine (9) months from issuance of all permits and approvals. The date on which the Improvements are completed and a Certificate of Occupancy is issued by the Lessor shall be referred to in this Lease as the "Rent Commencement Date".

5. Construction, Financing and Improvements.

(A) Lessee (with the exception of the items approved by Lessor in Paragraph 4 above) shall not, in a material manner, construct, alter, remove or replace any building, improvement or facility without first submitting to Lessor all plans, designs and descriptions of same and obtaining from Lessor its approval in writing as to all the terms, conditions, locations, utilities, use, effect and architectural design of same. The aforesaid approvals shall not be withheld unreasonably. Lessor shall have thirty (30) days from the date of submission to indicate its approval or disapproval thereof and the reasons therefore, and, in the event Lessor does not during such period indicate its disapproval, the aforesaid lack of approval shall constitute approval of said plans, designs and descriptions so submitted.

(B) Lessor's right to develop or improve any part of the Airport shall not be limited in any way by this Paragraph 5, provided that Lessee's use and enjoyment of, and free access to, the Premises shall not be impaired. However, nothing in this Lease notwithstanding, should the Lessor in its sole and absolute discretion determine at any time during the existence of this Lease that Lessor has a need for the Premises, Lessor, in its sole and absolute discretion, may at Lessor's sole cost and expense relocate all of Lessee's Improvements to another location on the Airport, reasonably acceptable to the Lessee, of equal size, (the "Substituted Property"). In such event, this Lease shall terminate as to the Premises described herein on Exhibit "A" and this Lease and the balance of the term of this Lease shall apply to the Substituted Property.

(C) All improvements constructed by Lessee (including the Improvements) shall be and remain the property of Lessee during the term of this Lease and shall automatically transfer to Lessor upon expiration of this Lease. In the event that Lessor wants the improvements removed upon expiration of the Lease, Lessor shall inform Lessee in writing and Lessee shall (within a reasonable period of time after the termination of the Lease) remove the improvements at Lessee's sole cost and expense.

(D) Lessee shall, except as provided in Paragraph 5(E) below, keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless therefrom.

(E) Lessor acknowledges and consents to Lessee granting a security interest in this Lease in the form of a Deed of Trust, to Tri Counties Bank, a California banking corporation (Tri Counties Bank, or Lessee's then lender

on the Premises, is hereinafter referred to as “Bank”) to secure any and all obligations owed to Bank by Lessee. Further, Bank is excluded from the prohibitions set out in this Paragraph 5 and any Deed of Trust securing any promissory note originated by Bank, including all modifications thereto, and extensions thereof, are permitted to encumber the Premises.

6. Assignment.

(A) Lessee shall not assign this Lease or any portion of said real property or rights hereunder without the express written consent of Lessor first obtained, which consent shall not be unreasonably withheld. A sublease by Lessee to GPI, as referenced in Paragraph 1 above, is hereby approved.

(B) Lessee and Lessor shall not modify, change, amend or alter the Lease without the prior written approval of Bank. Said approval will be at the Bank’s sole discretion, but shall not be unreasonably withheld. Any modification to the Lease that is made without prior written approval of the Bank will not be effective as to any party hereto, or to the Bank in the event the Bank becomes a successor Lessee pursuant to foreclosure, short sale, deed in lieu of foreclosure, replacement lease, or other judicial or non-judicial proceeding.

7. Insurance and Indemnity.

(A) Lessee shall defend, indemnify and hold Lessor and the property of Lessor (including the Premises and any buildings or improvements now or hereafter on the Premises) free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Lessee's construction activities, occupation and use of the Premises (excluding any liabilities, claims, and/or damages caused by Lessor’s negligence and/or willful actions), specifically including without limitation, any liability, claim, loss, damage or expense arising by reason of:

(1) The death or injury of any person, including any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or by any person who is an employee or agent of Lessee, from any cause whatever while such person or property is in, or on, the Premises, or in any way connected with the Premises or with any of the improvements or personal property on the Premises;

(2) The death or injury of any person, including any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by either (a) the condition of the Premises or some

building or improvement on the Premises, or (b) some act or omission on the Premises of Lessee or any person in, on, or about the Premises with the permission and consent of Lessee;

(3) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Lessee or any person or entity acting for or on behalf of Lessee; or

(4) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessee or the Premises by any duly authorized governmental agency or political subdivision.

(B) Lessee shall, at no cost to Lessor, secure, or cause to secure on Lessee's behalf, promptly after execution of this Lease and maintain during the entire term of this Lease the insurance coverage as shown in Exhibit "E".

8. Obligations of Lessee.

(A) The use and occupancy of the Premises by Lessee shall be without cost or expense to Lessor. Lessee shall assume and pay for all utility services and for any necessary fire protection for building interior and meters for measuring service of lights, water, sewer and gas.

(B) Lessee agrees at Lessee's own expense to cause the Premises and any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal in appearance and character to other similar improvements at the Airport. The maintenance responsibilities in this Paragraph 8 include the landscaped areas immediately surrounding the building to be constructed by Lessee on the Premises.

(C) Lessee agrees at Lessee's own expense to cause to be removed from the Premises all waste, garbage and rubbish, and agrees not to deposit the same on any part of the Airport.

(D) Lessee shall save the Lessor harmless of and from any and all costs or charges for utility services furnished to or required by Lessee during the term of this Lease; provided, however, that Lessee is hereby granted the right to connect to any and all storm and sanitary sewers, water and electricity utility outlets, at its own cost and expense, and shall pay for any and all services charges incurred or used on the Premises.

(E) The Lessee shall operate any business on the Premises in a first class manner, in accordance with the highest standard for this type of operation. The service shall at all times be prompt, courteous and efficient.

(F) Lessee accepts the Premises, subject to the terms of Paragraph 17 below, in their present condition and Lessee, without expense to Lessor, will make all the Improvements.

(G) In the event Lessee does not maintain the Premises in a satisfactory condition in accordance with the terms of this Lease, Lessor shall have the right to perform necessary maintenance thereon at Lessee's expense.

9. Fees and Taxes.

The property interest which is the subject of this Lease may be subject to property taxation. Lessee shall pay and discharge promptly all lawful taxes and assessments, including but not limited to possessory interest taxes, which may be levied on the Premises by the state, county or other tax levying body on any taxable interest of Lessee, as well as all taxes and assessments on taxable personal property of whatever nature owned by Lessee and located on the Premises. Lessee shall promptly pay all excise, licenses and permit fees of whatever nature applicable to the operation of Lessee's business on the Premises.

10. Worker Compensation.

Upon request of Lessor, Lessee shall provide to Lessor evidence of the compliance, by all Persons employing workers on the Premises, with the Workers' Compensation and Unemployment Compensation laws of the State of California.

11. Breach/Default.

(A) Should Lessee breach this Lease and abandon the Premises prior to the expiration of the term of this Lease, Lessor may continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event Lessor shall be entitled to recover the rent specified in this Lease as it becomes due under this Lease.

(B) All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should Lessee default in the performance of any covenant, condition or agreement contained in this Lease and the default not be cured within sixty (60) days after written notice of the default is served on Lessee by Lessor, then Lessor may terminate this Lease, and

(1) Bring an action to recover from Lessee:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the

unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(d) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under this Lease; and

(2) Bring an action in addition to or in lieu of the action described in subparagraph (1) of this Paragraph 11(B), to re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(C) Should Lessee become insolvent as defined in this Paragraph, Lessor may, by giving sixty (60) days written notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the Court that appointed him, terminate this Lease and forfeit Lessee's interest in the Premises and in any improvements or facilities in, on, or pertaining to the Premises. For purposes of this section, Lessee shall be conclusively presumed to have become insolvent if any of the following occur:

(1) A receiver is appointed to take possession of all or substantially all of Lessee's property because of insolvency, except that Lessee shall have sixty (60) days in which to have the receiver removed; or

(2) Lessee makes a general assignment for the benefit of creditors; or

(3) The filing by Lessee for reorganization or arrangement under any law relating to bankruptcy or insolvency.

(D) The remedies given to Lessor in this Paragraph 11, shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

(E) The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease.

(F) On expiration or sooner termination of this Lease, Lessee shall surrender the Premises to Lessor in as good, safe and clean condition as practicable.

(G) Bank's Default Notice and Opportunity to Cure Default by Lessee

(1) Notwithstanding anything to the contrary contained in the Lease, Lessor shall give written notice (the "Default Notice") to Bank of any default or alleged default by Lessee under the Lease, and of any event which, with the giving of notice or the passage of time, would constitute a default or event of default by Lessee. Lessor shall not terminate the Lease on the basis of any default or alleged default by Lessee (a) so long as any monetary default (defined as follows: a default that may be cured by the mere payment of money to Lessor or a third person) is cured within sixty (60) days after the date of delivery of the Default Notice; or (b) if the default is a Non-Curable Default, as hereafter defined, so long as Bank, within sixty (60) days of delivery of the Default Notice, cures any monetary default(s) and also commences, and thereafter makes such efforts as may be necessary for it to have a receiver appointed for the Property and/or foreclose under the Deed of Trust, either judicially or by power of sale, or to obtain assignment in lieu of such foreclosure. Non-Curable Defaults include, but are not limited to, the Lessee's obligations, covenants, agreements, terms, conditions and events of default, contained in this Lease, the filing of any bankruptcy proceedings by or on behalf of Lessee (whether the proceedings are voluntary or involuntary), its general assignment for the benefit of creditors, or appointment of a receiver for Lessee. All cure periods under this Lease shall be suspended during the pendency of any writ, order, or injunction of any court, or the automatic stay of proceedings imposed by bankruptcy law, which effectively prevent the commencement or prosecution of a foreclosure under the Deed of Trust, or taking any other action necessary to cure any default under the Lease or to succeed to the interests of Lessee under the Lease. Upon the completion of foreclosure proceedings, replacement lease, or an assignment in lieu thereof, all Non-Curable Defaults will be deemed waived by Lessor. Nothing in this section shall be construed as an obligation of Bank to cure any defaults of Lessee, but if Bank fails to do so in the time periods provided, Lessor shall have all rights and remedies under the Lease or applicable law. Lessor agrees to accept all cures of defaults timely tendered by Bank.

(2) If the Lease is terminated by judicial action, including, but not limited to, the termination or rejection of the Lease in a bankruptcy or other Judicial proceeding, Lessor agrees to enter into a replacement lease (the "Replacement Lease") with Lender for the remainder of the term of the Lease, effective as of the date of such termination at the rent and additional rental and upon the identical terms, conditions, covenants and

agreements as contained in the Lease and equal in priority thereto, provided that: (i) Lender delivers a written request to Lessor for such Replacement Lease within fifteen (60) days after the notice of termination has been served upon Lender, together with all sums then due to Lessor under the Lease, (ii) Bank agrees to perform and observe all covenants contained therein on Lessee's part to be performed, and (iii) Bank remedies any and all other defaults of Lessee within the time frames set forth in this Agreement. If the Lease terminates because of the occurrence of a Non-Curable Default, then Lender shall not be required to cure such Non-Curable Default prior to the execution of a Replacement Lease.

(3) Nothing in Section 11(G) modifies any Lessee obligations or affects the timing of any deadlines applicable to Lessee.

12. Compliance with Law.

Lessee shall comply with all of the Requirements Imposed By Law as described in Exhibit F attached hereto and hereby incorporated by reference. Lessor shall have the right, upon giving reasonable notice to Lessee and sublessee/ assignee, to inspect the Premises to insure compliance with all laws.

13. Attorney's Fees.

In any action or proceeding between Lessor and Lessee to enforce any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs.

14. Notice.

For the purposes of notice timing, it is agreed that all notices required by the Lease will be delivered to the following respective addresses and will be deemed delivered by (i) Certified Mail- Return Receipt Requested or (ii) personal delivery:

Lessor: **City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Lessee: **Vista La Mesa LLC**
Attn: James Seegert
3083 Southgate Lane
P.O. Box 772
Chico, CA 95927-0772
(530) 891-4533

Bank: **Tri Counties Bank**

15. Time of Essence.

Time is of the essence of each and every term and provision of this Lease.

16. Further documents.

At any time, and from time to time, promptly after the notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent has been paid in advance. The statement shall be such that it can be relied on by any other auditor, creditor, commercial banker, and investment banker of either party, and by any prospective purchaser or encumbrancer of the Premises or improvements, or both, or of all, or any part, of Lessee's or Lessor's interests under this Lease.

Bank is to be copied on any request made pursuant to this agreement and the response thereto.

17. Environmental Laws/Hazardous Substances.

Except for those Hazardous Substances (as defined below) which are customarily used in connection with any permitted use of the Premises under this Lease (which Hazardous Substances shall be used in compliance with all applicable Laws), Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors, occupants, tenants, subtenants or invitees.

18. Definitions.

Person means person or persons or other entity or entities, or any combination of persons or entities.

Lessor means the person who is the owner at the time in question of the Premises, whether singular or plural in number and whether named in this Lease as Lessor or having become the successor in interest of the named Lessor, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether

intentional or inadvertent or by operation of law.

Lessee means the person named as Lessee in the Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of Lessee, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or sub-letting.

Improvements means all buildings, structures, and improvements, and all additions to or improvements of or in, now or at any time hereafter, located on the Premises and including, but not limited to, all the foundations and footings therefore, all fixtures, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now or hereafter affixed or attached to or incorporated in any such building, structure or improvements, including all machinery and equipment used or procured for use in connection with or for the heating, cooling, lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning, or general operation of any such building, structure, or any improvement, but shall not include property which may be removed by a subtenant pursuant to a sublease.

Sublease means a lease by Lessee of the Premises or Improvements, whether such lease is a lease subordinate to this Lease or a direct lease of improvements reserved by Lessee. The term also includes licenses, concessions, or other agreements relating to the use or occupancy of the Premises granted by Lessee resulting in income payable to Lessee.

Subtenant means the tenant under a sublease.

Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

Plural. The singular number includes the plural, and vice versa, whenever the context so requires.

Exhibits. All exhibits to which the reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. Reference to "this Lease" includes matters incorporated by reference.

Force Majeure means a cause beyond an obligated party's reasonable control, including, but not limited to, strikes, lockouts or labor disputes, riots, wars, fires, floods, earthquakes, accidents, embargoes, governmental restrictions, regulations

or controls, or acts of God.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) *[42 USCS §§ 9601 et seq.]*; the Resource Conservation and Recovery Act of 1976 (RCRA) *[42 USCS §§ 6901 et seq.]*; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) *[33 USCS §§ 1251 et seq.]*; the Toxic Substances Control Act (TSCA) *[15 USCS §§ 2601 et seq.]*; the Hazardous Materials Transportation Act (HMTA) *[49 USCS §§ 1801 et seq.]*; the Insecticide, Fungicide, Rodenticide Act *[7 USCS §§ 136 et seq.]*; the Superfund Amendments and Reauthorization Act *[42 USCS §§ 6901 et seq.]*; the Clean Air Act *[42 USCS §§ 7401 et seq.]*; the Safe Drinking Water Act *[42 USCS §§ 300f et seq.]*; the Solid Waste Disposal Act *[42 USCS §§ 6901 et seq.]*; the Surface Mining Control and Reclamation Act *[30 USCS §§ 1201 et seq.]*; the Emergency Planning and Community Right to Know Act *[42 USCS §§ 11001 et seq.]*; the Occupational Safety and Health Act *[29 USCS §§ 655 and 657]*; the California Underground Storage of Hazardous Substances Act *[H & S C §§ 25280 et seq.]*; the California Hazardous Substances Account Act *[H & S C §§ 25300 et seq.]*; the California Hazardous Waste Control Act *[H & S C §§ 25100 et seq.]*; the California Safe Drinking Water and Toxic Enforcement Act *[H & S C §§ 24249.5 et seq.]*; the Porter-Cologne Water Quality Act *[Wat C §§ 13000 et seq.]* together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table *[49 CFR 172.101]*, or by the Environmental Protection Agency (EPA),

or any successor agency, as hazardous substances *[40 CFR Part 302]*;

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

IN WITNESS WHEREOF, we have hereunto set our hands on _____, 2017 at Oroville, California.

CITY OF OROVILLE

By:_____
Linda Dahlmeier, Mayor

VISTA LA MESA LLC,
a California limited liability company

By:_____

Its: _____

APPROVED AS TO FORM:

By:_____
Scott E. Huber, City Attorney

ATTEST:

By:_____
Donald Rust, Acting City Clerk

LIST OF EXHIBITS

Exhibit “A”	Description of Premises
Exhibit “B”	Amendment To Oroville Airport Ground Lease
Exhibit “C”	Site Plan
Exhibit “D”	Building Plans
Exhibit “E”	Insurance Requirements
Exhibit “F”	Requirements Imposed By Law

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **DONALD RUST, DIRECTOR (530) 538-2433**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **GROUND LEASE AGREEMENT WITH MODERN BUILDING INC. FOR THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council will review and consider approving a ground lease agreement with Modern Building Inc. for the phased construction of 350,000 square feet of new building space for the expansion of Graphic Packaging International (GPI) which will require 13.6 acres of airport property to be leased for a non-aeronautical use.

DISCUSSION

On January 17, 2017, the Oroville Planning Commission reviewed and approved Use Permit No. 17-02 for the phased construction of 350,000 square feet of new building space which will require 13.6 acres of airport property to be leased for a non-aeronautical use. This 13.6-acre property surrounds a 6.5-acre property currently supporting an existing GPI facility and was part of a Land Release Request (LRR) submitted by the City to the Federal Aviation Administration (FAA) which has been conditionally approved. The 13.6 acres has conditionally received a non-aeronautical land use designation by the FAA which permits the 13.6 acres of property to be leased at fair market value to facilitate the planned expansion **(Attachment A)**. The project is located within the boundaries of the Oroville Municipal Airport at 525 Airport Parkway (APN: 030-260-039). Once the City enters into a lease agreement for use of the 13.6 acres for non-aeronautical use, subject to all FAA requirements, including but not limited to lease rates at Fair Market Value, an executed copy will be provided to the FAA.

The proposed ground lease would be between the City of Oroville and Modern Building, Inc., who will construct and own the proposed building that would be leased to GPI. The term of the ground lease, as proposed, would be for 30 years with an option to renew lease for four (4) additional terms of five (5) years each (Not to exceed twenty (20) years in total), subject to the review and approval of the Oroville City Council and the FAA. Rent would be $2,276.51 per month, and be payable in three month installments with the rental due on the third day of the month and every three months thereafter. The rent will be subject to a 3% annual inflation factor increase. The primary use of the land will be for the construction and operation of the packaging plant expansion. Other

additional uses of the land shall not be allowed without prior approval by the City. Under the terms of the proposed agreement, lessee shall not assign this lease or any portion of said real property or rights without first obtaining written consent from the City. Additionally, lessee will be responsible for all utility services, such as gas, water, electricity and sewer, as well as garbage removal services at no cost to the City.

A minor amendment to this agreement will be brought back at a subsequent meeting as Modern Building Inc. intends to adjust the lot line to the edge of the building. The intended lot line adjustment will revise the lease area from 6.50 to 5.95 acres.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA) Review

An Environmental Checklist and Initial Study were prepared to examine potential areas of impact resulting from this project. The Initial Study found that although the proposed project could have a significant effect on the environment, there will not be any significant environmental impacts resulting from this project because all applicable regulations in addition to the proposed mitigation measures will reduce any potentially significant impacts to a less than significant level. As a result, an Environmental Impact Report was determined not to be required and a Mitigated Negative Declaration was prepared and adopted by the Planning Commission on January 17, 2017.

National Environmental Policy Act (NEPA) Review

The FAA Order 1050.1E, CHG 1 updates the FAA agency-wide policies and procedures for compliance with the National Environmental Policy Act (NEPA) and implementing regulations issued by the Council on Environmental Quality (40 CFR parts 1500-1508). The provisions of this order and the CEQ regulations apply to actions directly undertaken by the FAA and where the FAA has sufficient control and responsibility to condition the license or project approval of a non-Federal entity. Paragraph 307 provides the list of categorical exclusions for FAA actions that are administrative or general in nature. The proposed project conforms to FAA Order 1050.1E, paragraph 307b, which specifies as follows:

> *"Release of an airport sponsor from Federal obligations incurred when the sponsor accepted: (1) an Airport Improvement Grant; or (2) Federal surplus property for airport purposes. FAA consent to long term leases (i.e., those exceeding 20 years) converting airport-dedicated property to non-aeronautical, revenue-producing purposes (e.g., convenience concessions such as food or personal services) has the same effect as a release and is part of this categorical exclusion provided that the proposed any reasonably foreseeable uses of the property do not trigger extraordinary circumstances as described in paragraph 304."*

The City of Oroville submitted an Extraordinary Circumstances Evaluation Informational Submittal for Categorical Exclusion of Airport Projects dated April 9, 2013. The City subsequently received a letter from the FAA dated September 11, 2014 indicating their determination that the proposed action is Categorically Excluded pursuant to FAA Order

1050.1E as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for this action is necessary for NEPA purposes.

FISCAL IMPACT

The initial term of the ground lease would be for 30 years and a monthly rent of $2,276.51. The rent will be subject to a 3% annual inflation factor increase. Revenues are recorded in the Airport Fund 4201-4450.

RECOMMENDATION

Adopt Resolution No. 8668 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR USE OF AIRPORT PROPERTY FOR A NON-AERNAUTICAL USE RELATED TO THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL - (Agreement No. 3239).

ATTACHMENTS

A – Land Use Change Authorization
B – Map of Lease Area
C – Site Plan
D – Resolution No. 8668
E – Agreement No. 3239

U.S Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

Land-Use Change Authorization
Oroville Municipal Airport

The City of Oroville (City), the owner and operator of Oroville Municipal Airport (Airport), requested authorization from the Federal Aviation Administration (FAA) for a land-use change for a portion of land, as more particularly described in Exhibit A, that is subject to the conditions and restrictions set forth in a Quitclaim Deed and Grant Agreements, since the portion of land is not presently needed for aviation purposes.

The land-use change will allow the City to lease or rent the land for revenue producing purposes that will serve to make the airport as self-sustaining as possible. The lease revenue, that will be based on the land's fair market value, is obligated to be used for the capital and operating costs of the airport in accordance with Title 49 United States Code (USC) §47107(b) and §47133.

The FAA has determined that the portion of land herein described in Exhibit A is not presently needed for an aeronautical purpose and may be used to earn revenue from other compatible non-aeronautical uses. The land-use change does not release the land from its airport obligations. It remains part of the airport and subject to terms and conditions of the Quitclaim Deed and Grant Agreements.

This authorization made by the FAA, pursuant to the provisions contained in Title 49 USC §47107(h) and §47153 and the criteria in FAA Order 5190.6B, Chapter 22, hereby grants the City an authorization to use airport property at Oroville Municipal Airport for revenue-producing purposes from other than aviation uses. Notwithstanding, this authorization does not prevent the land's reuse for an aviation purpose or the restoration of the property to an aeronautical use.

In consideration of the benefits to accrue to the Airport and to civil aviation, the FAA hereby authorizes a land-use change for the portion of land at the Airport containing approximately 13.65 acres, more or less, and more particularly described in Exhibit A, so it may be leased or rented for other than airport purposes. This authorization is granted without waiver of any other rights and interests reserved to the FAA at the Airport. Furthermore, this authorization is granted subject to the conditions and restrictions contained in Exhibit B, attached hereto, which contains provisions to be included in the agreement for use of the land subject to this authorization.

The FAA has caused this Authorization to be executed on October 30, 2014.

By: Robin K. Hunt

Robin K. Hunt
Manager
San Francisco Airports District Office
Western-Pacific Region
Federal Aviation Administration

****

City of Oroville Acknowledgment

The undersigned official hereby acknowledges the acceptance of the terms and conditions of this Authorization for the governing body of the City of Oroville.

By _____ 12.02.2014
Signature Date

Linda L. Dahlmeier, Mayor
Print Name and Title

Exhibit A

Legal Description for Portion of Airport Land Bounded by Airport Drive

The affected portion of land is approximately 13.65 acres.

The metes and bounds legal description and plot plan follow on the next page

EXHIBIT "A"

Oroville Municipal Airport

All that real property, situate in the City of Oroville, County of Butte, State of California, being a portion of the Oroville Municipal Airport located in Section 22, Township 19 North, Range 3 East, Mount Diablo Meridian and more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on the Map of South Thermalito, filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 89°59'37" West, 1460.70 feet, to a point on the north line of Larkin road, said point being the easterly terminus of that course shown as South 89°59'37" East, 1676.05 feet according to said Record of Survey;

Thence along the said north line, North 89°59'37" West, 1126.07 feet;

Thence North 13°42'10" West, 701.66 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a curve to the right, concave easterly, having a radius of 72.00 feet;

Thence northerly, along said curve, through a central angle of 46°38'46", for an arc distance of 58.62 feet;

Thence North 32°56'36" East, 648.71 feet to the beginning of a curve to the right, concave southerly having a radius of 234.00 feet;

Thence easterly, along said curve, through a central angle of 110°47'10", for an arc distance of 452.46 feet;

Thence South 36°16'14" East, 871.02 feet to the beginning of a curve to the right, concave westerly, having a radius of 68.50 feet;

Thence southerly, along said curve, through a central angle of 115°49'56", for an arc distance of 138.48 feet;

Thence South 79°33'42" West, 1097.46 feet, to the beginning of a curve to the right, concave northeasterly, having a radius of 45.00 feet;

Thence northerly, along said curve, through a central angle of 86°44'08", for an arc distance of 68.12 feet, to the end of said curve;

Thence North 13°42'10" West, 374.22 feet, to said true point of beginning.

EXCEPTING THEREFROM a portion of Block 156 as shown on the Map of South Thermalito filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, being more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on said map, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 63° 00' 37" West, 1923.60 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085 and the True Point of Beginning for the herein described parcel of land;

Thence south 53° 39' 00" West 600.00 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085;

Thence North 36° 21' 00" West 150.00 feet;

Thence South 53° 39' 00" West 85.00 feet;

Thence North 36° 21' 00" West 282.00 feet;

Thence North 53° 39' 00" East 685.00 feet;

Thence South 36° 21' 00" East 432.00 feet to the point of beginning and the end of this description.

Said real property contains 13.65 acres more or less.

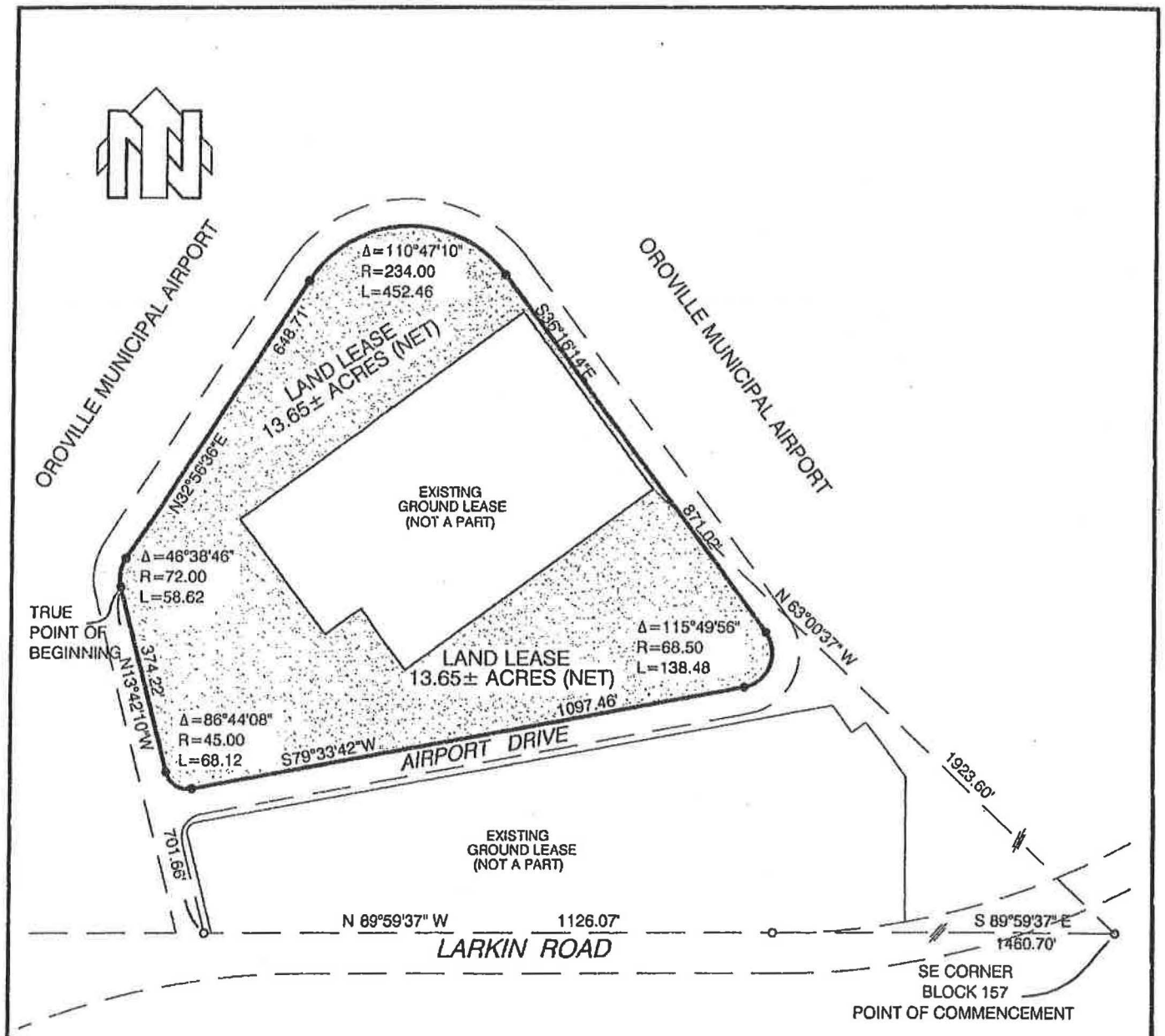
The Basis of Bearings for this description is the same as shown on said Record of Survey filed in Book 96 of Maps at Pages 78 – 82.

Michael L. Mays, LS 6967
NorthStar Engineering

LICENSED LAND SURVEYOR
MICHAEL L. MAYS
No. 6967
STATE OF CALIFORNIA

Date: 1/23/13

EXHIBIT A



LICENSED LAND SURVEYOR
MICHAEL L. MAYS
NO. PLS 6967
STATE OF CALIFORNIA

1/23/13

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THAT RECORD OF SURVEY FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER IN BOOK 96 OF MAPS AT PAGE 78.

NorthStar ENGINEERING
111 Mission Ranch BLVD, STE 100
Chico, California 95926
Phone: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

PREPARED FOR:

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965

JOB TITLE:

OROVILLE MUNICIPAL AIRPORT
LAND LEASE REQUEST
13.65 ACRES

SCALE:	1" = 300'
JOB NO.:	12-078
DATE:	12-18-2012
DRAWN BY:	MLM
CHECKED BY:	CHECKED
SHEET NO.:	1 OF 1

Exhibit B

Lease and Use Agreement Provisions

The instrument used by the City of Oroville to lease or rent real property described in the land-use change authorization shall include the following provisions.

Lease and Use Agreement Provisions follow on the next page

Exhibit B

Lease and Use Agreement

1. The (lessee, Licensee, permittee) for himself, his personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (licensee, lessee, permittee) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, and as said regulations may be amended.

(The airport sponsor shall insert the paragraph above in airport contracts, leases, subcontracts, subleases and other agreements at all tiers.)
(Additional information regarding civil rights and Disadvantaged Business Enterprise obligations can be obtained from the FAA Civil Rights Office.)

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee) and without interference or hindrance.

3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee) in this regard.

4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to reconcile a conflict with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for the termination of (lessee's, licensee's, pemittee's) rights that are in conflict with the federal agreement. Furthermore, a right of first refusal shall be subordinate to the sponsor's agreements with the United States requiring that the airport serve an airport purpose and such right shall not prevent airport land from being used for an airport purpose or its use by an aeronautical user. Furthermore, a right of first refusal to convert airport land to a non-aeronautical use shall not be exercised without the written approval of the Federal Aviation Administration.

5. There is reserved to the airport owner/sponsor, its successors and assignees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the (leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for

navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event construction of a building or facility is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.

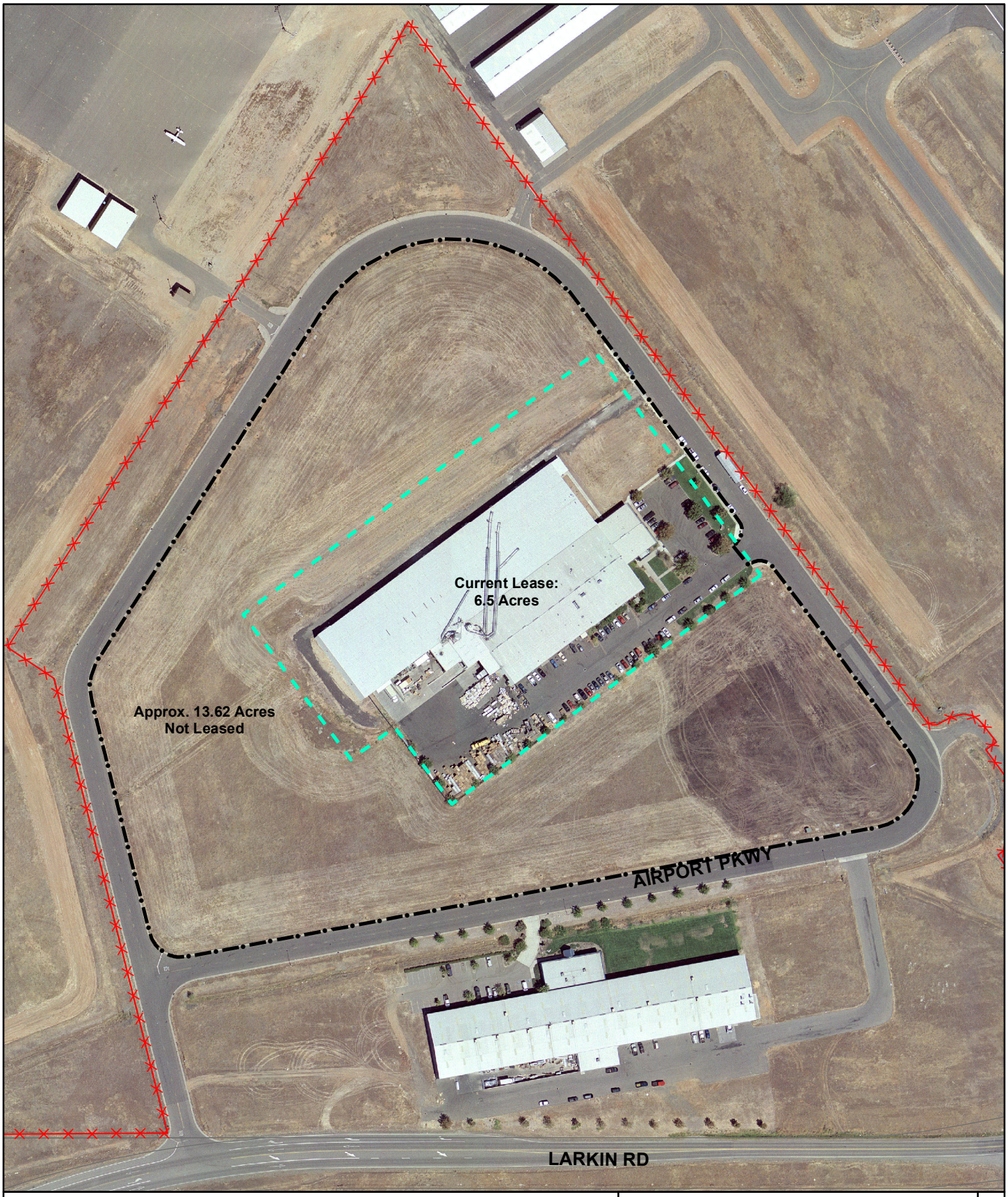
7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assignees that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assignees that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. With specific regard to aeronautical activities, it is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

10. This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airfield and other nonexclusive use areas of the airport or the exclusive or nonexclusive use of the airfield and other nonexclusive use areas of the airport by the United States during a time of war or national emergency.

11. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport and the airfield operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.



GPI Appraisal Map

Portion of APN 030-260-039

0 125 250 500
Feet

Airport Fenceline
Current GPI Lease Boundary
Appraisal Boundary

N

BUILDING DATA

	SQUARE FOOTAGE	EVE HEIGHT	RIDGE HEIGHT
BLDG 1 –	159,025 SF	25'–0"	31'–8"
BLDG 2 –	1,519 SF	21'–4"	22'–8"
BLDG 3 –	115,200 SF	24'–6"	29'–6"
BLDG 4 –	75,000 SF	25'–5"	31'–8"
	350,000 SF		

PARKING DATA

220 SPACES
INCLUDING 9 ACCESSIBLE SPACES

Designed:	NAG
Drawn By:	NAG
Approved:	
Date:	DECEMBER 5, 2012

Revision	Date	By

NorthStar
Civil Engineers..Surveyors
Chico, California

111 Mission Ranch Blvd., Ste. 100
Chico, California 95926
Ph: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

SIERRA PACIFIC PACKAGING, INC
AIRPORT PARKWAY
OROVILLE, CALIFORNIA

SCHEMATIC DESIGN
NEW OFFICE AND STORAGE FACILITIES

Job Number | Scale 1" = 40' Horz, N/A Vert | Sheet 1 Of 1

CITY OF OROVILLE
RESOLUTION NO. 8668

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT WITH MODERN BUILDING, INC. FOR USE OF AIRPORT PROPERTY FOR A NON-AERNAUTICAL USE RELATED TO THE EXPANSION OF GRAPHIC PACKAGING INTERNATIONAL

(Agreement No. 3239)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a ground lease agreement with Modern Building, Inc. for the lease of 13.65 acres of airport property for a non-aeronautical use.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

OROVILLE AIRPORT GROUND LEASE

This Oroville Airport Ground Lease (the "Lease") is entered into effective _____, 2017 (the "Effective Date") by and between the City of Oroville, a Municipal Corporation ("Lessor"), and Vista La Mesa LLC, a California limited liability company ("Lessee") as follows:

1. Description of Property.

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor all that certain real property located at the Oroville Municipal Airport, (the "Airport") as more particularly described as being a portion of Butte County Assessor's Parcel Number 030-260-039 (the "Property"), totaling 13.65 acres, as depicted in Exhibit "A" attached hereto (the "Premises"), which exhibit is by this reference incorporated herein.

Lessor currently leases to Graphic Packaging International, Inc. ("GPI") a portion ("the GPI Parcel") of the Property (the "GPI Lease"). Lessee intends to sublease the Premises to GPI (the "GPI Sublease"). In order for the Improvements (as referenced in Paragraph 4 below) to be constructed contiguous to the improvements constructed on the GPI Parcel, Lessor hereby approves the Amendment To Oroville Airport Ground Lease, a copy of which is attached hereto as Exhibit "B" and hereby incorporated by reference (the "Amendment") to amend the legal description of the Premises, as described in the Amendment, shall be executed concurrently with this Lease. Lessor further agrees to amend the GPI Lease to amend the legal description of the GPI Parcel as described in the Amendment.

2. Term of Lease.

The initial term of this Lease shall be for a period commencing on the Effective Date and ending on the date which is thirty (30) years after the Rent Commencement Date as defined in Paragraph 4 below (the "Initial Term"). At the end of the Initial Term, Lessee shall have an option to renew this Lease for four (4) additional terms of five (5) years each (not to exceed twenty (20) years in total), subject to the review and approval of the Oroville City Council and the Federal Aviation Agency (the "FAA"). The terms of such extended lease shall, other than the term, be as specified in this Lease. The approval of the option to renew shall not be withheld unreasonably by Lessor.

Lessee shall have the option, prior to the Rent Commencement Date (as defined in Paragraph 4 below), to terminate this Lease upon the occurrence of any of the following:

(A) Lessee's inability to negotiate a sublease of the Premises with GPI.

(B) Lessee's inability to obtain financing to construct the Improvements (as referenced in Paragraph 4 below).

(C) Lessee's inability to obtain all permits required to construct the Improvements (as referenced in Paragraph 4 below).

(D) Lessor's inability to obtain FAA approvals for this Lease, the Amendment, and the Improvements (as referenced in Paragraph 4 below).

Lessee shall have the option (which may be exercised in Lessee's sole discretion), after the Rent Commencement Date (as defined in Paragraph 4 below), to terminate this Lease in the event of the expiration or earlier termination of the GPI Sublease.

3. Rental.

Lessee covenants and agrees to pay to Lessor, beginning on the Rent Commencement Date (as defined in Paragraph 4 below), a rental of $2,276.51 dollars per month, which rental shall be payable in three month installments with the rental due on the third day of the month and every three months thereafter. Effective September 1, 2018, the rent shall be subject to a 3% annual inflation factor increase.

4. Use of Premises.

The primary use of the Premises by Lessee shall be for the construction and operation of a manufacturing plant, warehouse and general office use and all related or ancillary uses that may be customary from time to time for such Premises and, subject to any building permit procedures that may exist at the time, any reconstruction thereof and any subsequent renovations thereof. Other additional uses of the Premises by Lessee shall not be allowed without prior approval by the Lessor, which approval shall not be unreasonably withheld.
Attached hereto as Exhibit "C" is a Site Plan (the "Site Plan") for the Improvements to be constructed by Lessee on the Premises. Attached hereto as Exhibit "D" are the New Warehouse Building Plans for the building to be constructed by Lessee on the Premises (the "Building Plans). Lessor hereby approves the Site Plan (including the location of the Improvements) and the Building Plans. Upon execution of this Lease, Lessee will apply for (a) a Grading Permit to perform the grading and site work described in the Site Plan and (b) a Building Permit to construct the Improvements. It is anticipated that the schedule for the construction of the Improvements will, depending on weather and other variables, be approximately six (6) to nine (9) months from issuance of all permits and approvals. The date on which the Improvements are completed and a Certificate of Occupancy is issued by the Lessor shall be referred to in this Lease as the "Rent Commencement Date".

5. Construction, Financing and Improvements.

(A) Lessee (with the exception of the items approved by Lessor in Paragraph 4 above) shall not, in a material manner, construct, alter, remove or replace any building, improvement or facility without first submitting to Lessor all plans, designs and descriptions of same and obtaining from Lessor its approval in writing as to all the terms, conditions, locations, utilities, use, effect and architectural design of same. The aforesaid approvals shall not be withheld unreasonably. Lessor shall have thirty (30) days from the date of submission to indicate its approval or disapproval thereof and the reasons therefore, and, in the event Lessor does not during such period indicate its disapproval, the aforesaid lack of approval shall constitute approval of said plans, designs and descriptions so submitted.

(B) Lessor's right to develop or improve any part of the Airport shall not be limited in any way by this Paragraph 5, provided that Lessee's use and enjoyment of, and free access to, the Premises shall not be impaired. However, nothing in this Lease notwithstanding, should the Lessor in its sole and absolute discretion determine at any time during the existence of this Lease that Lessor has a need for the Premises, Lessor, in its sole and absolute discretion, may at Lessor's sole cost and expense relocate all of Lessee's Improvements to another location on the Airport, reasonably acceptable to the Lessee, of equal size, (the "Substituted Property"). In such event, this Lease shall terminate as to the Premises described herein on Exhibit "A" and this Lease and the balance of the term of this Lease shall apply to the Substituted Property.

(C) All improvements constructed by Lessee (including the Improvements) shall be and remain the property of Lessee during the term of this Lease and shall automatically transfer to Lessor upon expiration of this Lease. In the event that Lessor wants the improvements removed upon expiration of the Lease, Lessor shall inform Lessee in writing and Lessee shall (within a reasonable period of time after the termination of the Lease) remove the improvements at Lessee's sole cost and expense.

(D) Lessee shall, except as provided in Paragraph 5(E) below, keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless therefrom.

(E) Lessor acknowledges and consents to Lessee granting a security interest in this Lease in the form of a Deed of Trust, to Tri Counties Bank, a

California banking corporation (Tri Counties Bank, or Lessee's then lender on the Premises, is hereinafter referred to as "Bank") to secure any and all obligations owed to Bank by Lessee. Further, Bank is excluded from the prohibitions set out in this Paragraph 5 and any Deed of Trust securing any promissory note originated by Bank, including all modifications thereto, and extensions thereof, are permitted to encumber the Premises.

6. Assignment.

(A) Lessee shall not assign this Lease or any portion of said real property or rights hereunder without the express written consent of Lessor first obtained, which consent shall not be unreasonably withheld. A sublease by Lessee to GPI, as referenced in Paragraph 1 above, is hereby approved.

(B) Lessee and Lessor shall not modify, change, amend or alter the Lease without the prior written approval of Bank. Said approval will be at the Bank's sole discretion, but shall not be unreasonably withheld. Any modification to the Lease that is made without prior written approval of the Bank will not be effective as to any party hereto, or to the Bank in the event the Bank becomes a successor Lessee pursuant to foreclosure, short sale, deed in lieu of foreclosure, replacement lease, or other judicial or non-judicial proceeding.

7. Insurance and Indemnity.

(A) Lessee shall defend, indemnify and hold Lessor and the property of Lessor (including the Premises and any buildings or improvements now or hereafter on the Premises) free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Lessee's construction activities, occupation and use of the Premises (excluding any liabilities, claims, and/or damages caused by Lessor's negligence and/or willful actions), specifically including without limitation, any liability, claim, loss, damage or expense arising by reason of:

(1) The death or injury of any person, including any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or by any person who is an employee or agent of Lessee, from any cause whatever while such person or property is in, or on, the Premises, or in any way connected with the Premises or with any of the improvements or personal property on the Premises;

(2) The death or injury of any person, including any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property including property owned by Lessee or

any person who is an employee or agent of Lessee, caused or allegedly caused by either (a) the condition of the Premises or some building or improvement on the Premises, or (b) some act or omission on the Premises of Lessee or any person in, on, or about the Premises with the permission and consent of Lessee;

(3) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Lessee or any person or entity acting for or on behalf of Lessee; or

(4) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessee or the Premises by any duly authorized governmental agency or political subdivision.

(B) Lessee shall, at no cost to Lessor, secure, or cause to secure on Lessee's behalf, promptly after execution of this Lease and maintain during the entire term of this Lease the insurance coverage as shown in Exhibit "E".

8. Obligations of Lessee.

(A) The use and occupancy of the Premises by Lessee shall be without cost or expense to Lessor. Lessee shall assume and pay for all utility services and for any necessary fire protection for building interior and meters for measuring service of lights, water, sewer and gas.

(B) Lessee agrees at Lessee's own expense to cause the Premises and any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal in appearance and character to other similar improvements at the Airport. The maintenance responsibilities in this Paragraph 8 include the landscaped areas immediately surrounding the building to be constructed by Lessee on the Premises.

(C) Lessee agrees at Lessee's own expense to cause to be removed from the Premises all waste, garbage and rubbish, and agrees not to deposit the same on any part of the Airport.

(D) Lessee shall save the Lessor harmless of and from any and all costs or charges for utility services furnished to or required by Lessee during the term of this Lease; provided, however, that Lessee is hereby granted the right to connect to any and all storm and sanitary sewers, water and electricity utility outlets, at its own cost and expense, and shall pay for any and all services charges incurred or used on the Premises.

(E) The Lessee shall operate any business on the Premises in a first class

manner, in accordance with the highest standard for this type of operation. The service shall at all times be prompt, courteous and efficient.

(F) Lessee accepts the Premises, subject to the terms of Paragraph 17 below, in their present condition and Lessee, without expense to Lessor, will make all the Improvements.

(G) In the event Lessee does not maintain the Premises in a satisfactory condition in accordance with the terms of this Lease, Lessor shall have the right to perform necessary maintenance thereon at Lessee's expense.

9. Fees and Taxes.

The property interest which is the subject of this Lease may be subject to property taxation. Lessee shall pay and discharge promptly all lawful taxes and assessments, including but not limited to possessory interest taxes, which may be levied on the Premises by the state, county or other tax levying body on any taxable interest of Lessee, as well as all taxes and assessments on taxable personal property of whatever nature owned by Lessee and located on the Premises. Lessee shall promptly pay all excise, licenses and permit fees of whatever nature applicable to the operation of Lessee's business on the Premises.

10. Worker Compensation.

Upon request of Lessor, Lessee shall provide to Lessor evidence of the compliance, by all Persons employing workers on the Premises, with the Workers' Compensation and Unemployment Compensation laws of the State of California.

11. Breach/Default.

(A) Should Lessee breach this Lease and abandon the Premises prior to the expiration of the term of this Lease, Lessor may continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event Lessor shall be entitled to recover the rent specified in this Lease as it becomes due under this Lease.

(B) All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should Lessee default in the performance of any covenant, condition or agreement contained in this Lease and the default not be cured within sixty (60) days after written notice of the default is served on Lessee by Lessor, then Lessor may terminate this Lease, and

(1) Bring an action to recover from Lessee:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(d) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under this Lease; and

(2) Bring an action in addition to or in lieu of the action described in subparagraph (1) of this Paragraph 11(B), to re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(C) Should Lessee become insolvent as defined in this Paragraph, Lessor may, by giving sixty (60) days written notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the Court that appointed him, terminate this Lease and forfeit Lessee's interest in the Premises and in any improvements or facilities in, on, or pertaining to the Premises. For purposes of this section, Lessee shall be conclusively presumed to have become insolvent if any of the following occur:

(1) A receiver is appointed to take possession of all or substantially all of Lessee's property because of insolvency, except that Lessee shall have sixty (60) days in which to have the receiver removed; or

(2) Lessee makes a general assignment for the benefit of creditors; or

(3) The filing by Lessee for reorganization or arrangement under any law relating to bankruptcy or insolvency.

(D) The remedies given to Lessor in this Paragraph 11, shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

(E) The waiver by Lessor of any breach by Lessee of any of the provisions of

this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease.

(F) On expiration or sooner termination of this Lease, Lessee shall surrender the Premises to Lessor in as good, safe and clean condition as practicable.

(G) Bank's Default Notice and Opportunity to Cure Default by Lessee

(1) Notwithstanding anything to the contrary contained in the Lease, Lessor shall give written notice (the "Default Notice") to Bank of any default or alleged default by Lessee under the Lease, and of any event which, with the giving of notice or the passage of time, would constitute a default or event of default by Lessee. Lessor shall not terminate the Lease on the basis of any default or alleged default by Lessee (a) so long as any monetary default (defined as follows: a default that may be cured by the mere payment of money to Lessor or a third person) is cured within sixty (60) days after the date of delivery of the Default Notice; or (b) if the default is a Non-Curable Default, as hereafter defined, so long as Bank, within sixty (60) days of delivery of the Default Notice, cures any monetary default(s) and also commences, and thereafter makes such efforts as may be necessary for it to have a receiver appointed for the Property and/or foreclose under the Deed of Trust, either judicially or by power of sale, or to obtain assignment in lieu of such foreclosure. Non-Curable Defaults include, but are not limited to, the Lessee's obligations, covenants, agreements, terms, conditions and events of default, contained in this Lease, the filing of any bankruptcy proceedings by or on behalf of Lessee (whether the proceedings are voluntary or involuntary), its general assignment for the benefit of creditors, or appointment of a receiver for Lessee. All cure periods under this Lease shall be suspended during the pendency of any writ, order, or injunction of any court, or the automatic stay of proceedings imposed by bankruptcy law, which effectively prevent the commencement or prosecution of a foreclosure under the Deed of Trust, or taking any other action necessary to cure any default under the Lease or to succeed to the interests of Lessee under the Lease. Upon the completion of foreclosure proceedings, replacement lease, or an assignment in lieu thereof, all Non-Curable Defaults will be deemed waived by Lessor. Nothing in this section shall be construed as an obligation of Bank to cure any defaults of Lessee, but if Bank fails to do so in the time periods provided, Lessor shall have all rights and remedies under the Lease or applicable law. Lessor agrees to accept all cures of defaults timely tendered by Bank.

(2) If the Lease is terminated by judicial action, including, but not limited

to, the termination or rejection of the Lease in a bankruptcy or other Judicial proceeding, Lessor agrees to enter into a replacement lease (the "Replacement Lease") with Lender for the remainder of the term of the Lease, effective as of the date of such termination at the rent and additional rental and upon the identical terms, conditions, covenants and agreements as contained in the Lease and equal in priority thereto, provided that: (i) Lender delivers a written request to Lessor for such Replacement Lease within fifteen (60) days after the notice of termination has been served upon Lender, together with all sums then due to Lessor under the Lease, (ii) Bank agrees to perform and observe all covenants contained therein on Lessee's part to be performed, and (iii) Bank remedies any and all other defaults of Lessee within the time frames set forth in this Agreement. If the Lease terminates because of the occurrence of a Non-Curable Default, then Lender shall not be required to cure such Non-Curable Default prior to the execution of a Replacement Lease.

(3) Nothing in Section 11(G) modifies any Lessee obligations or affects the timing of any deadlines applicable to Lessee.

12. Compliance with Law.

Lessee shall comply with all of the Requirements Imposed By Law as described in Exhibit F attached hereto and hereby incorporated by reference. Lessor shall have the right, upon giving reasonable notice to Lessee and sublessee/ assignee, to inspect the Premises to insure compliance with all laws.

13. Attorney's Fees.

In any action or proceeding between Lessor and Lessee to enforce any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs.

14. Notice.

For the purposes of notice timing, it is agreed that all notices required by the Lease will be delivered to the following respective addresses and will be deemed delivered by (i) Certified Mail- Return Receipt Requested or (ii) personal delivery:

Lessor: **City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Lessee: **Vista La Mesa LLC**
Attn: James Seegert
3083 Southgate Lane

P.O. Box 772
Chico, CA 95927-0772
(530) 891-4533

Bank: **Tri Counties Bank**
Office of the General Counsel
63 Constitution Dr.
Chico, CA 95973
(530) 898-0300

15. Time of Essence.

Time is of the essence of each and every term and provision of this Lease.

16. Further documents.

At any time, and from time to time, promptly after the notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent has been paid in advance. The statement shall be such that it can be relied on by any other auditor, creditor, commercial banker, and investment banker of either party, and by any prospective purchaser or encumbrancer of the Premises or improvements, or both, or of all, or any part, of Lessee's or Lessor's interests under this Lease.

Bank is to be copied on any request made pursuant to this agreement and the response thereto.

17. Environmental Laws/Hazardous Substances.

Except for those Hazardous Substances (as defined below) which are customarily used in connection with any permitted use of the Premises under this Lease (which Hazardous Substances shall be used in compliance with all applicable Laws), Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors, occupants, tenants, subtenants or invitees.

18. Definitions.

Person means person or persons or other entity or entities, or any combination of persons or entities.

Lessor means the person who is the owner at the time in question of the Premises, whether singular or plural in number and whether named in this Lease as Lessor or having become the successor in interest of the named Lessor, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law.

Lessee means the person named as Lessee in the Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of Lessee, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or sub-letting.

Improvements means all buildings, structures, and improvements, and all additions to or improvements of or in, now or at any time hereafter, located on the Premises and including, but not limited to, all the foundations and footings therefore, all fixtures, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now or hereafter affixed or attached to or incorporated in any such building, structure or improvements, including all machinery and equipment used or procured for use in connection with or for the heating, cooling, lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning, or general operation of any such building, structure, or any improvement, but shall not include property which may be removed by a subtenant pursuant to a sublease.

Sublease means a lease by Lessee of the Premises or Improvements, whether such lease is a lease subordinate to this Lease or a direct lease of improvements reserved by Lessee. The term also includes licenses, concessions, or other agreements relating to the use or occupancy of the Premises granted by Lessee resulting in income payable to Lessee.

Subtenant means the tenant under a sublease.

Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

Plural. The singular number includes the plural, and vice versa, whenever the context so requires.

Exhibits. All exhibits to which the reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not

they are actually attached. Reference to "this Lease" includes matters incorporated by reference.

Force Majeure means a cause beyond an obligated party's reasonable control, including, but not limited to, strikes, lockouts or labor disputes, riots, wars, fires, floods, earthquakes, accidents, embargoes, governmental restrictions, regulations or controls, or acts of God.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) *[42 USCS §§ 9601 et seq.]*; the Resource Conservation and Recovery Act of 1976 (RCRA) *[42 USCS §§ 6901 et seq.]*; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) *[33 USCS §§ 1251 et seq.]*; the Toxic Substances Control Act (TSCA) *[15 USCS §§ 2601 et seq.]*; the Hazardous Materials Transportation Act (HMTA) *[49 USCS §§ 1801 et seq.]*; the Insecticide, Fungicide, Rodenticide Act *[7 USCS §§ 136 et seq.]*; the Superfund Amendments and Reauthorization Act *[42 USCS §§ 6901 et seq.]*; the Clean Air Act *[42 USCS §§ 7401 et seq.]*; the Safe Drinking Water Act *[42 USCS §§ 300f et seq.]*; the Solid Waste Disposal Act *[42 USCS §§ 6901 et seq.]*; the Surface Mining Control and Reclamation Act *[30 USCS §§ 1201 et seq.]*; the Emergency Planning and Community Right to Know Act *[42 USCS §§ 11001 et seq.]*; the Occupational Safety and Health Act *[29 USCS §§ 655 and 657]*; the California Underground Storage of Hazardous Substances Act *[H & S C §§ 25280 et seq.]*; the California Hazardous Substances Account Act *[H & S C §§ 25300 et seq.]*; the California Hazardous Waste Control Act *[H & S C §§ 25100 et seq.]*; the California Safe Drinking Water and Toxic Enforcement Act *[H & S C §§ 24249.5 et seq.]*; the Porter-Cologne Water Quality Act *[Wat C §§ 13000 et seq.]* together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance,

hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table *[49 CFR 172.101]*, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances *[40 CFR Part 302]*;

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

IN WITNESS WHEREOF, we have hereunto set our hands on _____, 2017 at Oroville, California.

CITY OF OROVILLE

By:_____
Linda Dahlmeier, Mayor

VISTA LA MESA LLC,
a California limited liability company

By:_____

Its: _____

APPROVED AS TO FORM:

By:_____
Scott E. Huber, City Attorney

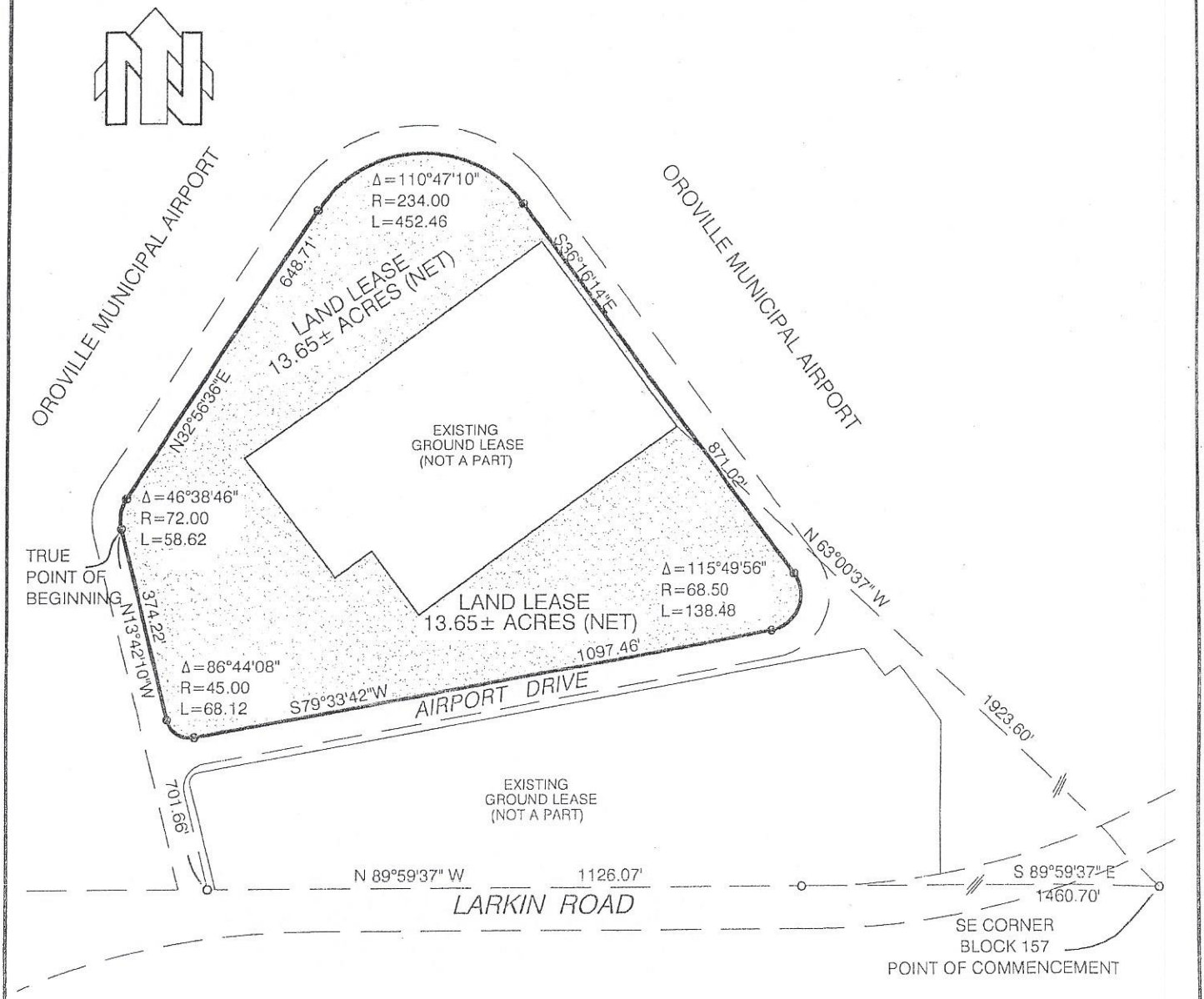
ATTEST:

By:_____
Donald Rust, Acting City Clerk

LIST OF EXHIBITS

Exhibit “A”	Description of Premises
Exhibit “B”	Amendment To Oroville Airport Ground Lease
Exhibit “C”	Site Plan
Exhibit “D”	Building Plans
Exhibit “E”	Insurance Requirements
Exhibit “F”	Requirements Imposed By Law

EXHIBIT A (PAGE 1 OF 3)



LICENSED LAND SURVEYOR
MICHAEL L. MAYS
NO. PLS 6967
STATE OF CALIFORNIA
1/23/13

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THAT RECORD OF SURVEY FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER IN BOOK 96 OF MAPS AT PAGE 78.

NorthStar ENGINEERING
111 Mission Ranch BLVD, STE 100
Chico, California 95926
Phone: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

PREPARED FOR:

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965

JOB TITLE:

OROVILLE MUNICIPAL AIRPORT
LAND LEASE REQUEST
13.65 ACRES

SCALE:	1" = 300'
JOB NO.:	12-078
DATE:	12-18-2012
DRAWN BY:	MLM
CHECKED BY:	CHECKED
SHEET NO.:	1 OF 1

EXHIBIT "A"

Oroville Municipal Airport
Land Lease Request

All that real property, situate in the City of Oroville, County of Butte, State of California, being a portion of the Oroville Municipal Airport located in Section 22, Township 19 North, Range 3 East, Mount Diablo Meridian and more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on the Map of South Thermalito, filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 89°59'37" West, 1460.70 feet, to a point on the north line of Larkin road, said point being the easterly terminus of that course shown as South 89°59'37" East, 1676.05 feet according to said Record of Survey;

Thence along the said north line, North 89°59'37" West, 1126.07 feet;

Thence North 13°42'10" West, 701.66 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a curve to the right, concave easterly, having a radius of 72.00 feet;

Thence northerly, along said curve, through a central angle of 46°38'46", for an arc distance of 58.62 feet;

Thence North 32°56'36" East, 648.71 feet to the beginning of a curve to the right, concave southerly having a radius of 234.00 feet;

Thence easterly, along said curve, through a central angle of 110°47'10", for an arc distance of 452.46 feet;

Thence South 36°16'14" East, 871.02 feet to the beginning of a curve to the right, concave westerly, having a radius of 68.50 feet;

Thence southerly, along said curve, through a central angle of 115°49'56", for an arc distance of 138.48 feet;

Thence South 79°33'42" West, 1097.46 feet, to the beginning of a curve to the right, concave northeasterly, having a radius of 45.00 feet;

Thence northerly, along said curve, through a central angle of 86°44'08", for an arc distance of 68.12 feet, to the end of said curve;

Thence North 13°42'10" West, 374.22 feet, to said true point of beginning.

EXCEPTING THEREFROM a portion of Block 156 as shown on the Map of South Thermalito filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, being more particularly described as follows:

APN: 030-260-039 (portion)

Commencing at the Southeast corner of Block 157 as shown on said map, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 63° 00' 37" West, 1923.60 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085 and the True Point of Beginning for the herein described parcel of land;

Thence south 53° 39' 00" West 600.00 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085;

Thence North 36° 21' 00" West 150.00 feet;

Thence South 53° 39' 00" West 85.00 feet;

Thence North 36° 21' 00" West 282.00 feet;

Thence North 53° 39' 00" East 685.00 feet;

Thence South 36° 21' 00" East 432.00 feet to the point of beginning and the end of this description.

Said real property contains 13.65 acres more or less.

The Basis of Bearings for this description is the same as shown on said Record of Survey filed in Book 96 of Maps at Pages 78 – 82.

Michael L. Mays, LS 6967
NorthStar Engineering

LICENSED LAND SURVEYOR
MICHAEL L. MAYS
No. 6967
STATE OF CALIFORNIA

Date: 1/23/13

EXHIBIT B

AMENDMENT TO OROVILLE AIRPORT GROUND LEASE

This Amendment To Oroville Airport Ground Lease ("Amendment") is made on _____, 2017 between the City of Oroville ("Lessor") and Vista La Mesa LLC ("Lessee").

RECITALS

A. Lessor and Lessee entered into the Oroville Airport Ground Lease (the "Lease") on _____, 2017.

B. Pursuant to the Lease, Lessee leases from Lessor that certain real property (the "Premises"), totaling 13.65 acres. The Premises is described as the "Existing Land Lease" of Parcel B on Exhibit "B" of the plat entitled Land Lease Adjustment Plat (the "Plat"), a copy of which is attached to this Amendment as Annex 1 and is hereby incorporated by reference.

C. Pursuant to that certain Lease And Option Agreement Between The City Of Oroville And R. Allen Ennis, Jr., James Gibson And June Gibson, Doing Business As Sierra Pacific Packaging, Inc., Graphic Packaging International, Inc. ("GPI") leases from Lessor that certain improved real property, adjacent to the Premises, described as the "Existing Ground Lease" of Parcel A on Exhibit "B" of the Plat (the "GPI Parcel").

D. Lessee intends to sublease the Premises to GPI and construct improvements, as described in Paragraph 4 of the Lease (the "Improvements"), in the location desired by GPI. To accommodate construction of the Improvements in the location desired by GPI it is necessary to adjust the boundaries and modify the legal descriptions of the Premises and the GPI Parcel.

E. Lessor and Lessee desire to amend the Lease to modify the legal description of the Premises to accommodate construction of the Improvements. The Plat depicts the adjustment of the boundaries of the Premises and the GPI Parcel to which Lessor and Lessee have agreed.

NOW, THEREFORE, the Lessor and the Lessee agree that, upon recordation of the Plat, the Lease shall be amended as follows:

1. The first paragraph of Paragraph 1 of the Lease shall be amended and restated as follows:

1. <u>Description of Property</u>.

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor all that certain real property located at the Oroville Municipal Airport (the

"Airport") as more particularly described as being a portion of Butte County Assessor's Parcel Number 030-260-039 (the "Property"), totaling 14.20 acres, depicted as "REVISED LAND LEASE AREA" of Parcel B on Exhibit "B" of the plat entitled Land Lease Adjustment Plat, attached to the Amendment To Oroville Airport Ground Lease dated _____, 2017 as Annex 1 (the "Premises"), which Annex 1 is by this reference incorporated herein.

2. Exhibit "A" to the Lease shall be replaced with Exhibit "A" of the Plat.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

4. The parties hereto represent and warrant to each other that the execution and delivery of this Amendment to the Lease has been duly authorized.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all which, taken together, shall constitute but one and the same Amendment.

6. The agreements contained herein shall inure to the benefit of and bind the parties hereto, their respective mortgagees, successors and permitted assigns. In any action or proceeding between Lessor and Lessee to enforce or interpret any portion of this Amendment, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

Any conflict between this Amendment and any provision of the Lease shall be controlled by this Amendment. All other provisions of the Lease shall remain in full force and effect.

LESSOR	**LESSEE**
CITY OF OROVILLE	VISTA LA MESA LLC
By:_____	By:_____
Linda Dahlmeier, Mayor	Its: _____
APPROVED AS TO FORM:	ATTEST:
By:_____	By:_____
Scott E. Huber, City Attorney	Donald Rust, Acting City Clerk

AGRMNT\CHRYSLER-SEEGERT\Amendment_To-Oroville_Airport_Ground_Lease

CITY ENGINEER'S STATEMENT:

THIS IS TO CERTIFY THAT THIS LAND LEASE ADJUSTMENT HAS BEEN EXAMINED FOR COMPLIANCE WITH TITLE 16 OF THE CITY OF OROVILLE MUNICIPAL CODE.

9/14/2017

MICHAEL S. MASSARO, DATE
RCE 64733
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. MASSARO
NO. C64733
EXP. 6/2019
CIVIL
STATE OF CALIFORNIA

EXAMINING SURVEYOR'S STATEMENT:

I CERTIFY THAT I HAVE EXAMINED THIS LAND LEASE ADJUSTMENT ON BEHALF OF THE CITY OF OROVILLE AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

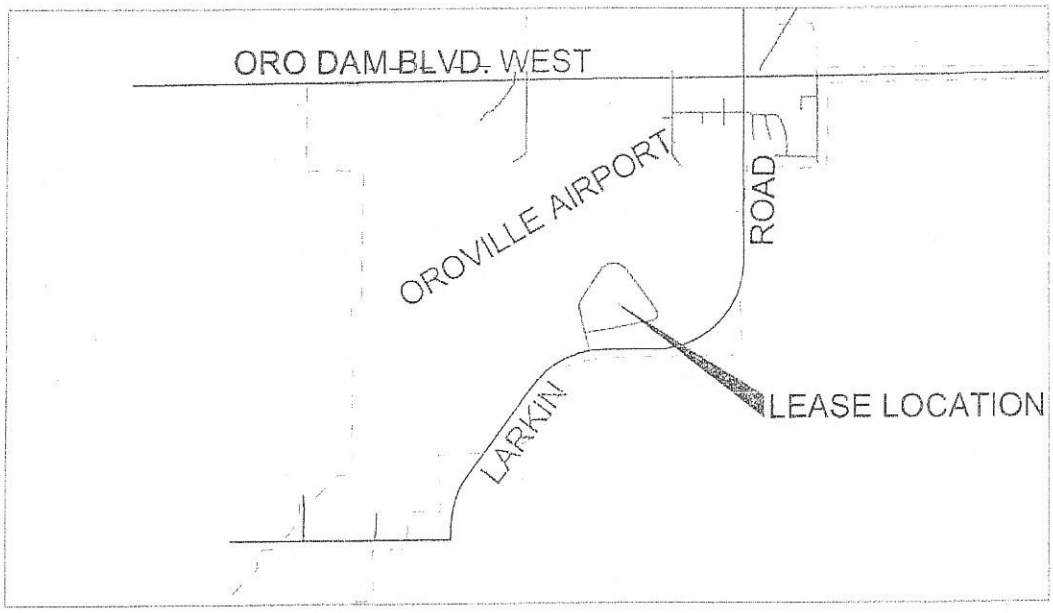
9/12/2017

ANDREW KLINSTIVER III, DATE
PLS 7182

PROFESSIONAL LAND SURVEYOR
ANDREW KLINSTIVER III
No. 7182
Exp. 12/31/2017
STATE OF CALIFORNIA

VICINITY MAP

nts



LAND LEASE ADJUSTMENT PLAT

BEING A PORTION OF OROVILLE MUNICIPAL AIRPORT LOCATED IN SECTION 22 T19N, R3E, OROVILLE, CALIFORNIA

FOR

THE CITY OF OROVILLE

SEPTEMBER 2017

EXHIBIT "A"

PARCEL B

Oroville Municipal Airport
Land Lease Request

All that real property, situate in the City of Oroville, County of Butte, State of California, being a portion of the Oroville Municipal Airport located in Section 22, Township 19 North, Range 3 East, Mount Diablo Meridian and more particularly described as follows:

Commencing at the Southeast corner of Block 157, as shown on the Map of South Thermalito, filed in the Butte County Recorder's Office May 11, 1889, in Volume 2 of Maps at Page 176, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 89°59'37" West 1460.70 feet, to a point on the north line of Larkin Road, said point being the easterly terminus of that course shown as South 89°59'37" East 1676.05 feet according to said Record of Survey;

Thence along the said north line, North 89°59'37" West 1126.07 feet;

Thence North 13°42'10" West 701.66 feet to the True Point of Beginning, said point being the beginning of a curve to the right, concave easterly, having a radius of 72.00 feet;

Thence northerly, along said curve, through a central angle of 46°38'46", for an arc distance of 58.62 feet;

Thence North 32°56'36" East 648.71 feet to the beginning of a curve to the right, concave southerly having a radius of 234.00 feet;

Thence easterly, along said curve, through a central angle of 110°47'10", for an arc distance of 452.46 feet;

Thence South 36°16'14" East 871.02 feet to the beginning of a curve to the right, concave westerly, having a radius of 68.50 feet;

Thence southerly, along said curve, through a central angle of 115°49'56", for an arc distance of 138.48 feet;
Thence South 79°33'42" West 1097.46 feet, to the beginning of a curve to the right, concave northeasterly, having a radius of 45.00 feet;

Thence northerly, along said curve, through a central angle of 86°44'08", for an arc distance of 68.12 feet, to the end of said curve;

Thence North 13°42'10" West 374.22 feet, to said true point of beginning.

EXCEPTING THEREFROM a portion of Block 156 as shown on the Map of South Thermalito filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, being more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on said map, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82; Butte County Recorder's Office;

Thence North 63°00'37" West 1923.60 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085 and the True Point of Beginning for the herein described parcel of land;

Thence South 53°39'00" West 600.00 feet to a ½ inch rebar with a 1 ½ inch aluminum cap marked P.L.S. 4085;

Thence North 36°21'00" West 150.00 feet;

Thence South 53°39'00" West 85.00 feet;

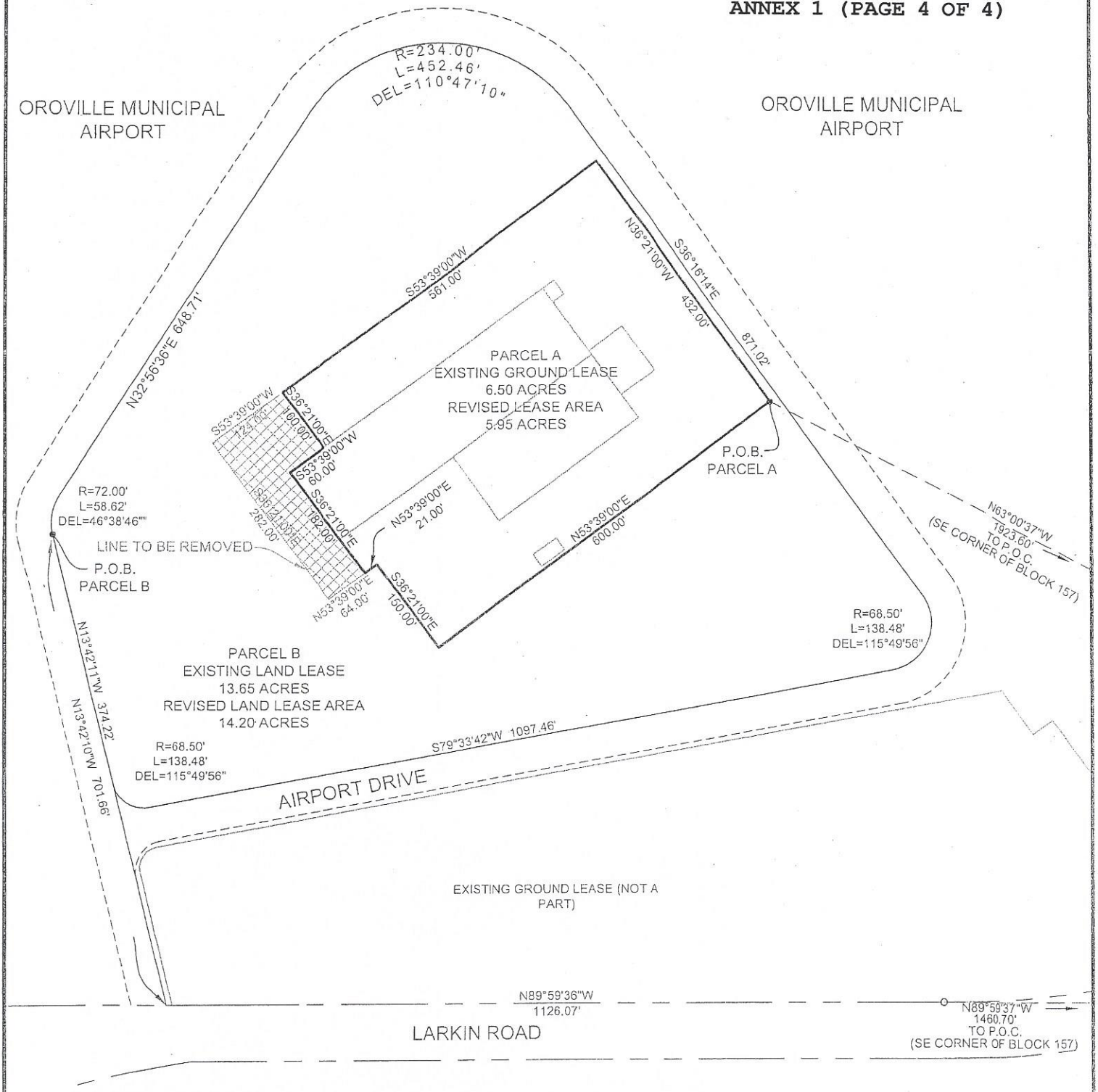
Thence North 36°21'00" West 282.00 feet;

Thence North 53°39'00" East 685.00 feet;

Thence South 36°21'00" East 432.00 feet to the point of beginning and the end of this description.

Said real property contains 14.20 acres, more or less.

The Basis of Bearings for this description is the same as shown on said Record of Survey filed in Book 96 of Maps at Pages 78 – 82.



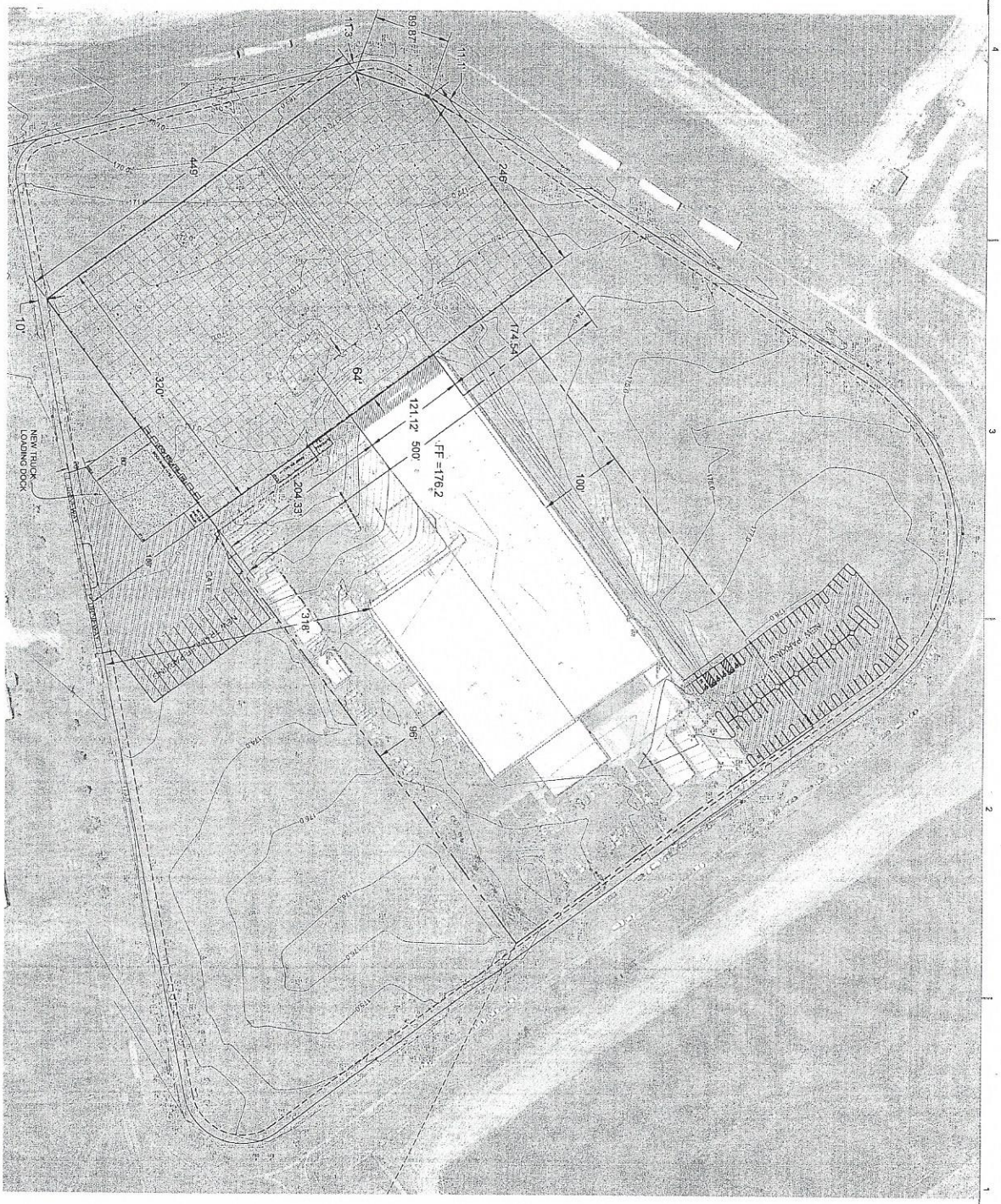
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SAME AS SHOWN ON THE RECORD OF SURVEY FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER IN BOOK 96 OF MAPS AT PAGE 78.

DATE: 8/8/17 JOB NO: 17-152 DRAWN: JSM 17152mast CHECKED: RKH	SCALE:1"=200'	TITLE: EXHIBIT "B" OROVILLE MUNICIPAL AIRPORT LAND LEASE ADJUSTMENT BEING A PORTION OF OROVILLE MUNICIPAL AIRPORT LOCATED IN SECTIONS 22 T.19N., R.3E., MDM, OROVILLE, CALIFORNIA. PREPARED BY: MHM, INC 1204 E STREET MARYSVILLE, CA 95901 SHEET 1 OF 1

PROFESSIONAL LAND SURVEYOR JOHN S. MALLEY NO. LS 8457 STATE OF CALIFORNIA

EXHIBIT C



0 30' 60' 120' 240'

N

Sheet reference number: GD-1
Sheet 1 of 1

CONSTRUCTION DOCUMENTS FOR:
MODERN BUILDING
GRAPHIC PACKAGING INTERNATIONAL
525 AIRPORT PARKWAY
OROVILLE, CALIFORNIA 95965
OVERALL SITE PLAN

Job Title:

Designed by: MHM INCORPORATED
Date: 07-07-17
Rev: A
Drawn by: JSM
Spec No.: 17152
Design file no: 17152
Reviewed by: SMM
Drawing Code:
Submitted by:
File name:
Plot date: 07-07-17
Plot scale: AS NOTED
Civil Engineer

Symbol	Description	Date	Approved

MHM
CIVIL ENGINEERS
CONSULTING ENGINEERS
MARYSVILLE, CALIF. 95901
PH. (530) 742-6481

PWGR 17-

GRAPHIC PACKAGING, INC.

EXHIBIT D

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING WORK. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES.
2. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD DANIEL J. DOBBIE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DANIEL J. DOBBIE.
3. THE CONTRACTOR AGREES THAT HE/SHE SHALL NOT DEVIATE FROM THESE DRAWINGS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE ENGINEER.
4. ALL OMISSIONS AND/OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. IF CERTAIN FEATURES OF CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS OR CALLED OUT IN THE NOTES OR SPECIFICATIONS, THEN THEIR CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR CONDITIONS WHICH ARE SHOWN OR CALLED OUT ON THE DRAWINGS OR SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.
6. ALL CONSTRUCTION, INCLUDING MATERIALS AND WORKMANSHIP, SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE 2015 EDITION AS ADOPTED AND MODIFIED BY THE STATE OF CALIFORNIA IN REFERENCE TO THE 2016 CALIFORNIA BUILDING CODE (CBC)
7. IN AREAS OF EXCAVATION THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES BEFORE STARTING EXCAVATION.
8. THE CONTRACTOR SHALL NOT SCALE THE WORKING DRAWINGS.

SPECIAL INSPECTION

1. SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING TYPES OF WORK IN CONFORMANCE WITH SECTION 1704 OF THE 2016 EDITION OF THE "CALIFORNIA BUILDING CODE" (CBC)
   STRUCTURAL STEEL CONSTRUCTION PER CBC 1705.2.1 & 1705.1.1., BOLTS IN CONCRETE
2. THE FOLLOWING REQUIREMENT SHALL BE MET FOR SPECIAL INSPECTION.
   A. THE SPECIAL INSPECTOR SHALL BE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER.
   B. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS.
   C. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER, THE ARCHITECT, AND OTHER DESIGNATED PERSONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
   D. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT SIGNED BY THE REGISTERED PROFESSIONAL STATING WHEREIN THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE C.B.C.
3. SPECIAL INSPECTION VERIFICATIONS MUST BE REVIEWED AND APPROVED BY THE BUILDING DIVISION PRIOR TO THE ISSUANCE OF A PERMIT. ALL INSPECTION REPORTS SHALL NOTE ANY DISCREPANCIES AND BE FILED WITH THE BUILDING DIVISION WEEKLY DURING CONSTRUCTION, WHETHER CORRECTED OR NOT. INSPECTOR SHALL MAINTAIN INSPECTION LOGS AT THE JOB SITE FOR REVIEW BY THE BUILDING OFFICIAL OR HIS REPRESENTATIVE.
4. INSPECTION PROGRAM:
   a.) SPECIAL INSPECTION OF THE HIGH STRENGTH BOLTS SHALL OCCUR DURING BOLT INSTALLATION AT THE ERECTION OF THE STEEL FRAMING.
   b.) SPECIAL INSPECTION OF THE BOLTS IN CONCRETE SHALL OCCUR PRIOR TO POURING CONCRETE AFTER THE COLUMN ANCHOR BOLTS ARE TIED IN PLACE.
   c.) SPECIAL INSPECTION OF SHOP & FIELD WELDING SHALL BE PER 2016 CBC SECTION 1705.2.1 & AISC 360.

FOUNDATION

1. SOIL DESIGN INFORMATION:
   SOIL DESIGN PRESSURE:
   CONTINUOUS & PAD FOOTINGS 1500 PSF
2. BOTTOM OF FOOTINGS SHALL BE AT LEAST 12 INCHES BELOW LOWEST ADJACENT FINISH GRADE
3. THE FINISH EXCAVATION FOR FOUNDATIONS SHALL BE NEAT & TRUE TO LINE WITH ALL LOOSE MATERIAL AND STANDING WATER REMOVED BEFORE CONCRETE IS PLACED.
4. THE TESTING LAB SHALL SUBMIT COMPACTION REPORTS FOR ALL FILL TO THE ENGINEER PRIOR TO REQUESTING FOUNDATION INSPECTION. ALL LOOSE SOIL AND FILL DIRT, INCLUDING BACKFILL BEHIND RETAINING WALLS, SHALL BE COMPACTED TO AT LEAST 90% OF MAXIMUM DENSITY.

REINFORCING STEEL

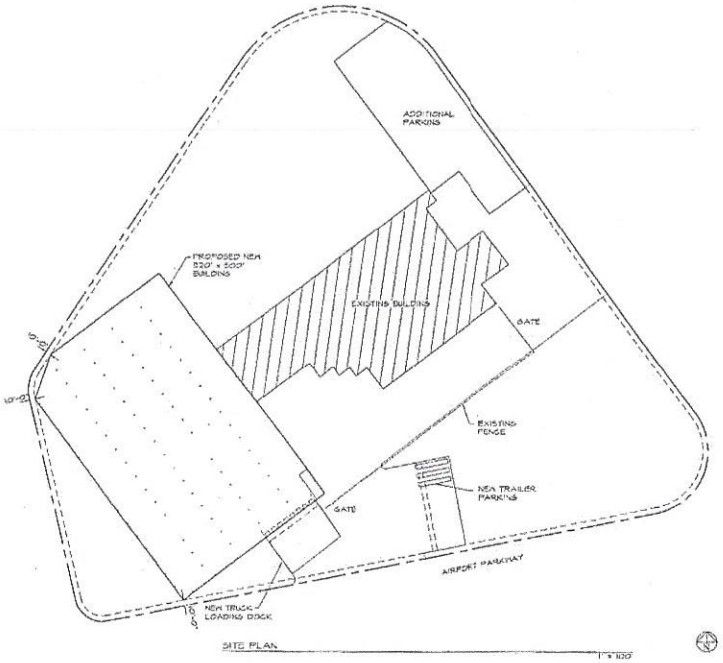
1. BAR REINFORCING SHALL CONFORM TO ASTM A615, INCLUDING SUPPLEMENT S1. ALL REINFORCING SHALL BE GRADE 60.
2. DETAILS FOR REINFORCING SHALL CONFORM WITH CHAPTER 7 OF THE AMERICAN CONCRETE INSTITUTE PUBLICATION 315-10, UNLESS OTHERWISE NOTED.
3. LAPS AT BAR SPLICES IN CONCRETE CONSTRUCTION SHALL CONFORM TO CHAPTER 12 OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE 318.
4. VERTICAL BARS IN CONCRETE CONSTRUCTION SHALL BE ACCURATELY POSITIONED AT THE CENTER OF THE WALL, UNLESS OTHERWISE NOTED.
5. BAR SUPPORTS SHALL BE PROVIDED AS SPECIFIED IN THE "MANUAL OF STANDARD PRACTICE" ISSUED BY THE CONCRETE REINFORCING STEEL INSTITUTE.
6. ALL REIFORCING SHALL SECURELY TIED IN PLACE PRIOR TO PLACING CONCRETE OR GROUT.
7. WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCING SHALL NOT BE PERMITTED.

REINFORCED CONCRETE

1. A. THE MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH SHALL BE:
   FOUNDATIONS/ FOOTINGS 3000 PSI
   SLABS 3000 PSI
   NO SPECIAL INSPECTION OF CONCRETE IS REQUIRED AS NOTED BELOW PER 2016 CBC SECTION 1705.3 EXCEPTION 1. ISOLATED FOOTINGS < 3 STORIES AND EXCEPTION 2. CONT. FOOTINGS SUPPORTING WALLS < 3 STORIES AND EXCEPTION 3. FOR NONSTRUCTURAL SLABS ON GRADE
   THEREFORE NO SPECIAL INSPECTION OF CONCRETE SHALL BE REQUIRED.
   B. THE MAXIMUM SLUMP SHALL BE 4 INCHES.
   C. MIX DESIGNS SHALL BE SUBMITTED FOR ALL CONCRETE WITH REQUIRED STRENGTHS GREATER THAN 3000 PSI. MIX DESIGNS SHALL BE PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA AND SUBMITTED TO THE PROJECT DESIGN PROFESSIONAL FOR REVIEW.
2. PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II.
3. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C33.
4. ADMIXTURES USED TO INCREASE THE WORKABILITY OF THE CONCRETE SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT.
5. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
6. MINIMUM CONCRETE COVER (IN INCHES) FOR REINFORCING STEEL FOR NON-PRESTRESSED CONCRETE:
   A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
   B. FORMED SURFACES EXPOSED TO EARTH OR WEATHER
   #6 AND LARGER 2"
   #5 AND SMALLER 1 1/2"
7. SLEEVES, PIPES, AND CONDUITS SHALL NOT BE PLACED THROUGH CONTINUOUS OR SPREAD FOOTINGS, GRADE BEAMS, OR TIE BEAMS.
8. CONSTRUCTION JOINTS SHALL BE ADEQUATELY KEYED. THEIR LOCATIONS AND DETAILS, WHEN NOT SHOWN ON THE DRAWINGS, SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
9. CONCRETE PLACEMENTS SHALL BE CONTINUOUS BETWEEN CONSTRUCTION JOINTS.
10. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, SLABS ON GRADE SHALL BE CAST IN SQUARE OR RECTANGULAR PATTERNS NOT EXCEEDING 400 SQUARE FEET, WITH A MAXIMUM DIMENSION OF 20 FEET BETWEEN CONSTRUCTION, WEAKENED PLANE, OR CONSTRUCTION JOINTS

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE



SITE PLAN

1" = 100'

REVISIONS	BY

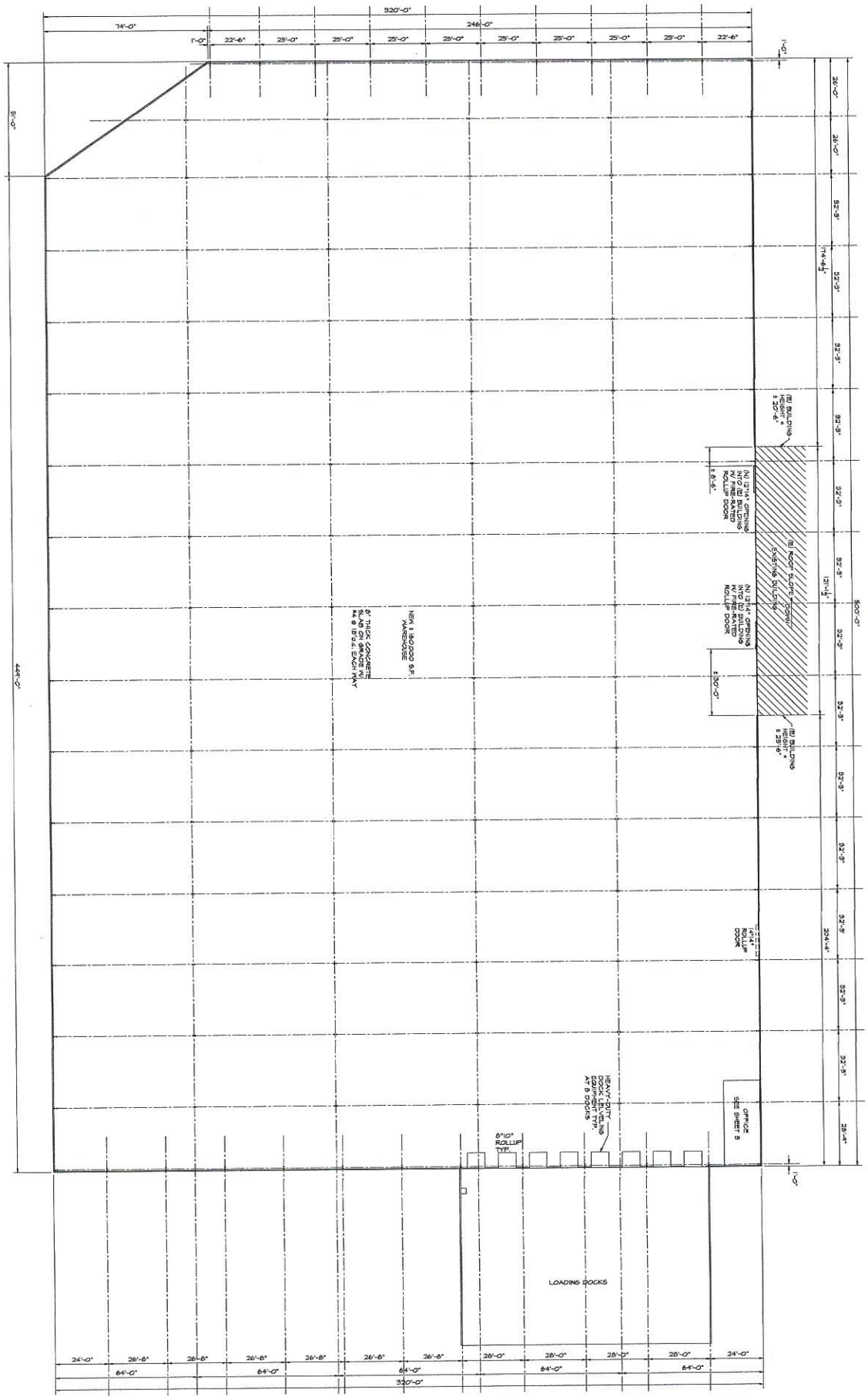
DANIEL J. DOBBIE
Professional Engineer
15925 RENEE WAY
FLOURNOY, CA 96029
Phone/Fax (530) 833-5423

MODERN BUILDING COMPANY
P.O. BOX 1272
CHICO, CA 95927
(530) 891-4533

NEW WAREHOUSE BUILDING
FOR
GRAPHIC PACKAGING, INC.
525 AIRPORT PARKWAY OROVILLE, CA 95965

DATE	4/26/2021
SCALE	1"=100'
DRAWN	djd
JOB	17001
SHEET	1 OF 2 SHEETS

17011D2



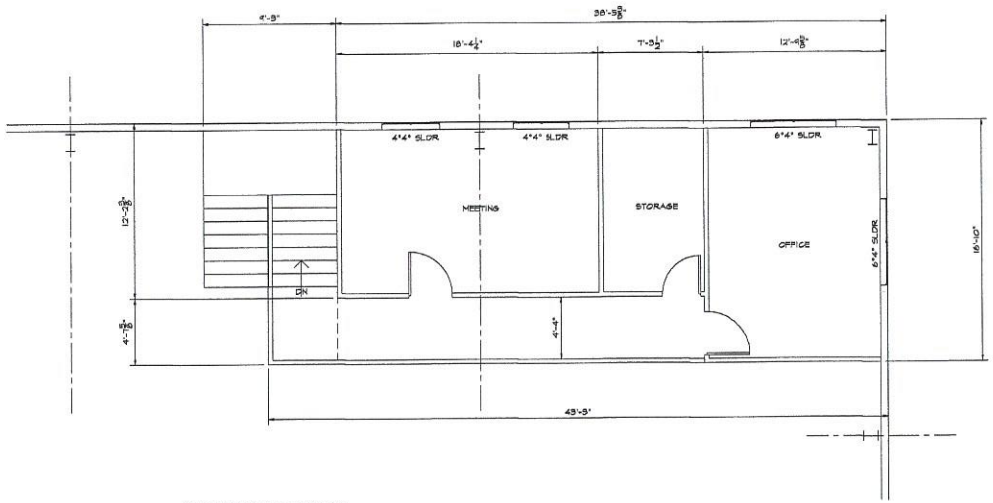
NEW WAREHOUSE BUILDING
FOR
GRAPHIC PACKAGING, INC.
525 AIRPORT PARKWAY OROVILLE, CA 95965

MODERN BUILDING COMPANY
P.O. BOX 772
CHICO, CA 95927
(530) 891-4533

DANIEL J. DOBBIE
Professional Engineer
15925 RENEE WAY
FLOURNOY, CA 96029
Phone/Fax (530) 833-5423

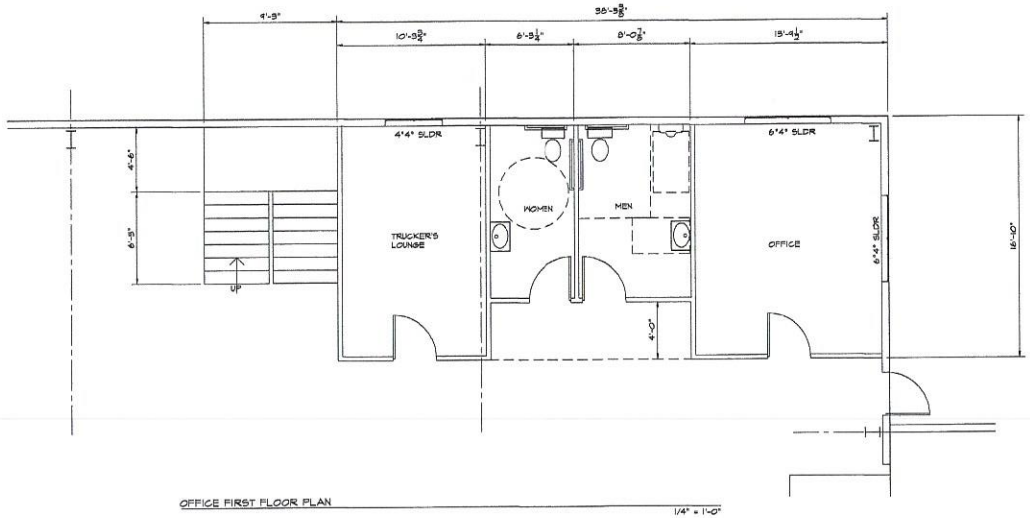
DATE	4/26/2011
SCALE	1" = 20'
DRAWN	djd
JOB	17011
SHEET	2
OF	SHEETS

REVISIONS BY



OFFICE SECOND FLOOR PLAN

1/4" = 1'-0"



OFFICE FIRST FLOOR PLAN

1/4" = 1'-0"

REVISIONS	BY

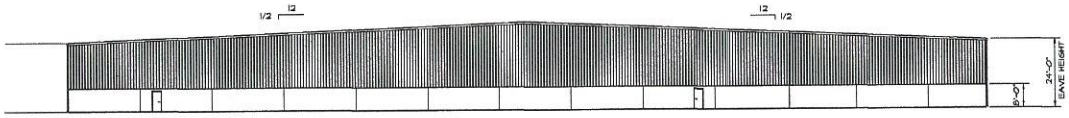
DANIEL J. DOBBIE
Professional Engineer
19928 BONITA WAY
FOUNTAIN VALLEY, CA 92708
Phone/Fax (530) 833-5423

MODERN BUILDING COMPANY
P.O. BOX 772
CHICO, CA 95927
(530) 891-4533

NEW WAREHOUSE BUILDING
FOR
GRAPHIC PACKAGING, INC.
525 AIRPORT PARKWAY OROVILLE, CA

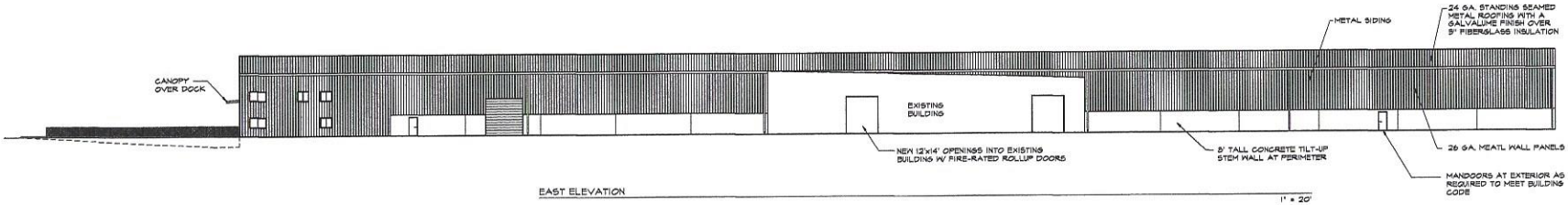
DATE	4/26/2017
SCALE	1"=20'
DRAWN	djd
JOB	17011
SHEET	3
OF	SHEETS

17011105



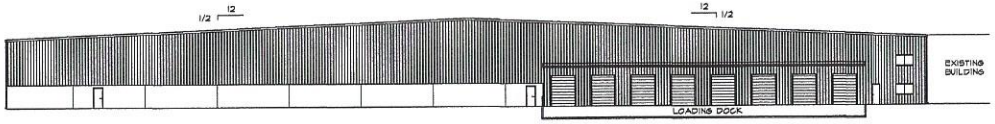
NORTH ELEVATION

1" = 20'



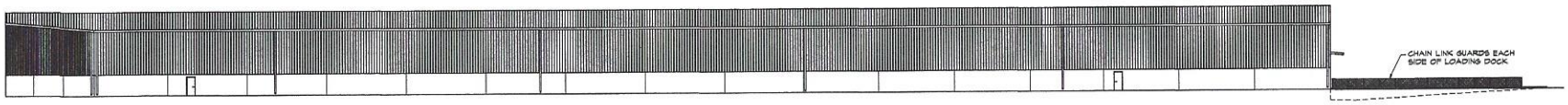
EAST ELEVATION

1" = 20'



SOUTH ELEVATION

1" = 20'



WEST ELEVATION

1" = 20'

REVISIONS	BY

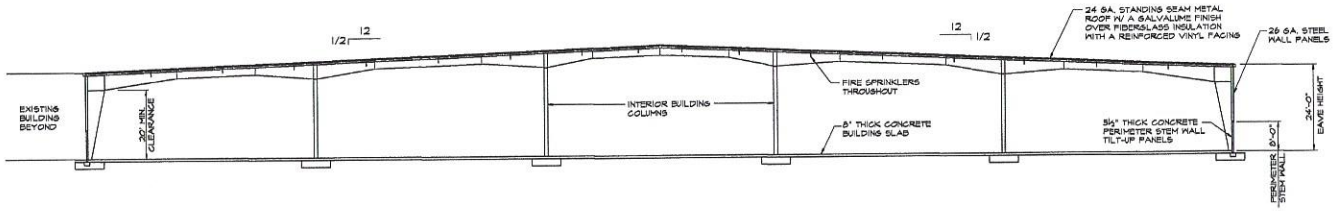
DANIEL J. DOBBIE
Professional Engineer
18925 RENE WAY
FLOURNOY, CA 96029
Phone/Fax (530) 833-0423

MODERN BUILDING COMPANY
P.O. BOX 772
CHICO, CA 95927
(530) 891-4533

NEW WAREHOUSE BUILDING
FOR
GRAPHIC PACKAGING, INC.
525 AIRPORT PARKWAY OROVILLE, CA

DATE	4/26/2017
SCALE	1"=20'
DRAWN	djd
JOB	17011
SHEET	4
OF	SHEETS

17011D4



BUILDING SECTION

1/16" = 1'-0"

REVISIONS	BY

DANIEL J. DOBBIE
Professional Engineer
18928 RENEE WAY
FLOURNOY, CA. 96029
Phone/Fax (530) 833-5423

MODERN BUILDING COMPANY
P.O. BOX 772
CHICO, C 95927
(530) 891-6533

NEW WAREHOUSE BUILDING
FOR
GRAPHIC PACKAGING, INC.
525 AIRPORT PARKWAY OROVILLE, CA

DATE	4/26/2017
SCALE	1/16"=1'-0"
DRAWN	djd
JOB	17011
SHEET	5
OF	SHEETS

17011DS

EXHIBIT E

INSURANCE REQUIREMENTS FOR CONSULTANTS

If applicable, Consultant and/or Consultant's assignee shall procure and maintain for the duration of the contract each type of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per claim for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by first class mail has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit F – Requirements Imposed by Law and Regulation

The following terms and/or conditions are included as material terms of the Agreement and in consideration of the lease terms contained in the Agreement, Lessee covenants and agrees as follows:

1. Compliance with Laws, Codes and Regulations.

    a. Lessee will comply with all requirements of the Oroville Municipal Code and will obey the Rules and Regulations set forth in Ordinance No. 1067 with amendments as may from time to time be promulgated by Lessor or its authorized agents in charge of the Airport to ensure the safe and orderly conduct of the Airport, and Lessee shall obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of California for like purposes.

    b. Lessee shall, at its sole cost and expense, comply with all the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force pertaining to the leased property, and shall faithfully observe in the use of the leased property all City and County ordinances, and State and Federal Statutes, now in force or which may hereafter be in force. If any Federal Agency determines that any of the uses hereunder violate any deed restrictions set forth in the grant to Lessor, Lessor may terminate this Lease.

2. Airport Appropriated by Federal Government.

    a. If the airport or any part thereof is lawfully appropriated by the Federal Government in a national emergency and, as a result thereof, Lessee is prohibited by Federal law, rule or regulation from using or occupying the Premises, and Lessee for such reason does not use or occupy the Premises and is not otherwise compensated for loss of use caused thereby, then, during the period in which all these conditions exist, Lessee shall not be entitled to recover from Lessor. Each and every provision, term and condition of this Lease shall remain in force and effect, unless by reason of the Federal Government's having appropriated the airport or any part thereof, Lessee shall be physically or legally prevented from carrying out such provisions, terms and conditions; Lessee's obligation in this regard shall be suspended only during the period of time Lessee is prevented from carrying out such obligations by reason of such lawful appropriation by the Federal Government. The term of this Lease shall not be extended because of the occurrence of the above conditions.

b. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assignees that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Lessee.

c. There is reserved to the airport owner/sponsor, its successors and assignees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

d. Lessee by accepting this lease agrees for itself, its successors and assignees that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

e. If applicable, the Lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport and the airfield operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

3. Non-Discrimination. Lessee specifically agrees that in its operation and the operation of all its facilities on the leased property, neither it nor any person or organization occupying space or facilities thereon, will discriminate against any person or class of persons by reason of race, color, age, religion, creed, sex, handicap, marital status or national origin in the use of any facilities provided for the public on the leased property. Lessee further specifically agrees that in rendering to the public any service, it will furnish the service on a fair, equal and not unjustly

discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers. Lessee agrees that it will not discriminate or commence discrimination against any person, or group of persons, in any manner prohibited by Part 15 of the Federal Aviation Regulations. Non-compliance with the above assurances shall constitute a material breach and, in the event of such non-compliance, Lessor may take appropriate action to enforce compliance, may terminate the Lease agreement to which this covenant relates, or seek judicial enforcement.

4. Agreement with the United States. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America relative to the use, operation or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided, that if, in the consequence of the subordination of this Lease to such agreement, Lessee is required to give up any part or all of these leased premises or to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between Lessor and Lessee.

5. Rights to Amend. In the event the Federal Aviation Agency requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the air terminal or lands and improvement covered by its laws, rules or regulations, Lessee agrees to consent to such amendments, modifications or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this paragraph, to agree to an increase in the rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which Lessee has put the leased property.

6. Compliance with Federal Regulation. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of

the Civil Rights Act of 1964.

7. Compliance with Department of Transportation Regulations. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that: (1) no person on the grounds of race, age, religion, color, sex, handicap, marital status or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that, in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, age, religion, color, sex, handicap, marital status or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination, (3) that Lessee shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

8. Non-Discriminatory Prices. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

9. Breach of Non-discrimination Covenants. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to render and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR are followed and completed including expiration of appeal rights.

10. Further Development. Lessor reserves the right to further develop or improve the other areas, including but not limited to the landing area, of the Airport as it sees fit, regardless of the desires or view of Lessee and without hindrance or interference by Lessee.

11. Compliance with Notification and Review Requirements. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased property.

12. Non-Exclusive Right under Federal Aviation Act. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

13. Insertion in Agreements. Lessee agrees that it shall insert the above provisions in any Lease agreement, contract, etc., by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

Noncompliance with the above terms and conditions shall constitute a material breach of the Agreement and, in the event of such noncompliance, Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore or, at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provisions.

By their signatures on the Agreement, the parties agree and acknowledge that the above paragraphs are material terms to the Agreement.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR DAHLMEIER AND COUNCIL MEMBERS**

FROM: **BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY**
PUBLIC SAFETY DEPARTMENT

RE: **AUTHORIZATION FOR REPAIR OF PATROL VEHICLE AND ADMINISTRATION VEHICLE**

DATE: **NOVEMBER 7, 2017**

SUMMARY

The Council may consider authorizing the repair of (2) two Police vehicles.

DISCUSSION

On October 15, 2017, a pursuit of a stolen vehicle with a driver known for evading police occurred. An Officer of the Oroville Police Department was blocking an intersection with sirens and lights, alerting any oncoming traffic and attempting to keep the suspect driver from entering Martin Luther King Park. The Officer observed the suspect turn southbound on Burlington. As the suspect turned the corner at a high rate of speed the driver lost control of the vehicle and collided (slid against) a tree, causing the vehicle to slow and start to slide sideways. The Officer observed a small child in the front yard near where the suspect vehicle was sliding toward. To prevent the pursuit from endangering the child or any other pedestrians, the Officer made the decision to terminate the pursuit through intervention. The Officer turned the patrol cars push bumper into the front quarter panel of the suspects' vehicle, pushing the vehicle off the roadway and disabling it. The collision occurred directly in front of the residence where the small child was observed. The suspect was eventually arrested and booked into the Butte County Jail. The Department will be requesting restitution from the suspect upon his conviction of this crime to include the repair of the patrol vehicle.

The patrol vehicle that was damaged is a 2015 Ford Explorer Police Inceptor. The mileage on the vehicle is 19,420. This vehicle is fully equipped as a Police vehicle and will cost approximately $42,000 to replace.

The vehicle has been assessed and was determined that it can be repaired. The repairs necessary will be extensive and expensive due to the damage to the structural components that maintain the passenger compartment in the event of a collision.

On October 25, 2017, an unmarked Police Administration vehicle was driven to Sacramento for training. While parked at the training facility an alleged intoxicated driver collided with a fire hydrant and the unmarked police vehicle. The driver was arrested for drunk driving. The Department will be requesting restitution from the suspect upon his conviction of this crime to include the repair of the patrol vehicle.

Several months prior to this collision, the vehicle had minor damage to the left front fender. This damage was caused while backing. The damage was not repaired at the time due it being relatively minor and cost prohibitive. Due to the additional damage caused in the aforementioned event, now is the time to make all of the repairs.

The unmarked police vehicle that was damaged is a 2012 Ford Fusion. The mileage on the vehicle is 69,103. This vehicle is fully equipped as an unmarked Police vehicle and will cost approximately $25,000 to replace. The unmarked police vehicle has been assessed and was determined that it can be repaired.

Police Explorer

Staff chose Pioneer Collision Center to make the repairs to the vehicle based on prior experience and the parts being used to make the repairs. The parts Pioneer is using are all new parts. This vehicle will be put back into service as a patrol vehicle and must meet the original manufactures safety standards to ensure the safety of our Officers. If the vehicle is not repaired to this standard, the vehicle would no longer be placed into patrol service and a complete replacement would be necessary.

The estimate was prepared with the understanding that additional damage would most likely be found as the vehicle is disassembled for repair. The original estimate is for $11,049.73. It is anticipated this repair could go as high as 15,500.00. If the cost exceeds the anticipated amount, staff will return to Council for further direction.

To help keep the cost as low as possible the City's Mechanic shop will remove and replace the push bumper and the necessary interior parts to facilitate the repair.

Unmarked Fusion

The preferred service provider to make these repairs is Pioneer Collision Center. Pioneer Collision Center has performed exceptionally in the past and provides competitive pricing. An estimate was prepared for the repairs caused by alleged intoxicated driver in an amount of $2,445.34.

An additional estimate was prepared for the prior damage caused while backing in an amount of $1,226.89.

Total to repair Fusion $3,672.23

Both estimates are within normal pricing perimeters for this type of repair. Pioneer Collision Center has been reviewed and vetted by the Police Department as an authorized repair facility for the City's police vehicles. Pioneer Collision Center has previously worked on vehicles for the Oroville Police Department, has the expertise to complete the repairs to protect the future occupants of the vehicles, and will properly secure and store the vehicles during repair to ensure the vehicles are not tampered with while out of the City's possession.

FISCAL IMPACT

Capital Asset Replacement Fund 300-6260
Available Fund balance is $147,015.

RECOMMENDATION

Authorize the repair of both vehicles by Pioneer Collision Center, in an amount not to exceed $19,172.23.

ATTACHMENT

A - Estimates for repairs of damaged vehicles

PIONEER COLLISION CENTER, Inc.

"The Shop of Your Choice"
673 SAFFORD ST, OROVILLE, CA 95965
Phone: (530) 534-8701
FAX: (530) 534-0815

Workfile ID:	a67c0284
Federal ID:	47-1402777
Resale Number:	SR KHM 102611981
State EPA:	CAL000111498
BAR:	ARD00277584

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

Written By: Racquel Nolind

Insured:	CITY OF OROVILLE-PUBLIC WORKS	Policy #:	Claim #:	UNIT#501
Type of Loss:	Collision	Date of Loss:	Days to Repair:	10
Point of Impact:	12 Front			

Owner:	Inspection Location:	Insurance Company:
CITY OF OROVILLE-PUBLIC WORKS	PIONEER COLLISION CENTER, Inc.	
1275 MITCHELL	673 SAFFORD ST	
OROVILLE, CA 95965	OROVILLE, CA 95965	
(530) 538-2491 Day	Repair Facility	
	(530) 534-8701 Business	

VEHICLE

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

VIN:	1FM5K8AR5FGC26879	Interior Color:	CHARCOAL-9W	Mileage In:	19,420	Vehicle Out:	
License:	1473248	Exterior Color:	BLACK/WHITE- G1/YZ	Mileage Out:			
State:	CA	Production Date:	3/2015	Condition:		Job #:	

TRANSMISSION	Overhead Console	Stereo	Cloth Seats
Automatic Transmission	**CONVENIENCE**	Search/Seek	Bucket Seats
4 Wheel Drive	Air Conditioning	CD Player	Reclining/Lounge Seats
POWER	Intermittent Wipers	Auxiliary Audio Connection	**WHEELS**
Power Steering	Tilt Wheel	**SAFETY**	Styled Steel Wheels
Power Brakes	Cruise Control	Drivers Side Air Bag	**PAINT**
Power Windows	Rear Defogger	Passenger Air Bag	Clear Coat Paint
Power Locks	Message Center	Anti-Lock Brakes (4)	**OTHER**
Power Mirrors	Steering Wheel Touch Controls	4 Wheel Disc Brakes	Rear Spoiler
Power Driver Seat	Rear Window Wiper	Traction Control	California Emissions
Power Adjustable Pedals	Backup Camera w/Parking Sensors	Stability Control	**TRUCK**
DECOR	**RADIO**	Front Side Impact Air Bags	Rear Step Bumper
Dual Mirrors	AM Radio	Head/Curtain Air Bags	
Privacy Glass	FM Radio	**SEATS**	

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	#	Subl	Vehicle Collision Pre Repair Scan		1	100.00	X		
2	#	Subl	Vehicle Collision Post Repair Scan		1	50.00	X		
3	#	Subl	Air Bag Control Module ReProgram		1	150.00	X		
4	**FRONT BUMPER**								
	Note: Bumper removal required to inspect inner structure damage								
5			O/H front bumper					2.8	
6		Repl	Bumper cover w/o auto park	BB5Z17D957APTM	1	446.75		Incl.	2.4
7			Add for Clear Coat						1.0
8		Repl	Lower cover w/o fog lamps	BB5Z17D957BB	1	216.70		Incl.	
9		Repl	RT Lower cover rivet	W702852S300	6	2.64			
10		Repl	LT Lower cover rivet	W702852S300	6	2.64			
11		Repl	Valance w/Police Interceptor	DB5Z17626BA	1	192.45		Incl.	
12		R&I	License bracket w/Police Interceptor					0.2	
13	*	Repl	License bracket rivet	W704342S300	2	19.88		Incl.	
14		Repl	LT Side support	BB5Z17E814B	1	29.22		0.1	
15	#	Repl	Push Bar-**customer to replace/ install**		1				
16	**GRILLE**								
17	*	R&I	R&I grille assy-**inspect for damage**					Incl.	
18	**FRONT LAMPS**								
	Note: Reduce estiamte amount by $850 if able to repair								
19		Repl	LT Headlamp assy	DB5Z13008F	1	1,002.50		0.3	
			Note: shop to inspect headlamp after remnoval to see if able to repair damage for cost savings						
20			Aim headlamps					0.5	
21		R&I	Lamp assy strobe white					0.2	
22	*	R&I	RT Fog lamp assy					Incl.	
23	*	R&I	LT Fog lamp assy					Incl.	
24	**RADIATOR SUPPORT**								
25	*	Rpr	Radiator support from 12/02/13 3.7 liter-**inspect for dmg**						
26	**COOLING**								
27		Repl	Radiator w/cooler	DB5Z8005DA	1	259.80	m	Incl.	
28	#	Repl	Coolant		3	74.85		Incl.	
29		Repl	Fan assy	DG1Z8C607E	1	276.53	m	Incl.	
30	**AIR CONDITIONER & HEATER**								
31	*	R&I	Condenser**inspect for damage**				m	2.4	
32	*	Repl	Seal kit	9W7Z19B596A	2	38.54		Incl.	
33	#	Repl	Freon & PAG Oil-top off		1	15.00		Incl.	
34	**HOOD**								
	Note: Reduce estimate amount by $800 if able to repair								

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

35		Repl	Hood (ALU)	BB5Z16612A	1	1,206.77		1.1	3.0
			Note: Panel is Aluminum- shop will attempt to repair & advise customer if able to save & reuse part.						
36			Add for Clear Coat						1.2
37			Add for Underside(Complete)						1.5
38			Add for Clear Coat						0.3
39	#	Repl	Underhood Label-emissions	DEALER	1	25.00		0.1	
40	**FENDER**								
41	*	Rpr	LT Fender-straigthen / align					1.0	0.0
42		R&I	RT Wheel flare					0.3	
43	*	Repl	RT Wheel flare rivet	W706092S300	2	2.78		Incl.	
44		Repl	LT Wheel flare	BB5Z16039AA	1	133.57		0.3	
			Note: LABOR: Time is after fender liner is removed.						
45	*	Repl	LT Wheel flare rivet	W706092S300	4	5.56		Incl.	
46		R&I	RT Fender liner					0.4	
47	*	Repl	RT Fender liner rivet	W706092S300	6	8.34		Incl.	
48		R&I	LT Fender liner					0.4	
49	*	Repl	LT Fender liner rivet	W706092S300	6	8.34		Incl.	
50	*	Rpr	LT Apron/rail assy (UHS)**inspect for damage**				s		0.0
51	**ELECTRICAL**								
52	*	Rpr	Battery D&R for airbag replacement				m	0.3	
53	**ENGINE / TRANSAXLE**								
54		Repl	Upper cover	AG1Z9661A	1	51.77	m	0.2	
55	*	Rpr	Lower housing**inspect**				m		
56	**RESTRAINT SYSTEMS**								

Note: FRONT DEPLOYMENT
Deployed air bag module(s)
Clockspring
if driver air bag has deployed
Control Module (RCM)
Front impact sensors
Deployed seat belt assemblies
Height adjuster
Occupant module if DTC B1231
can't be cleared

SIDE DEPLOYMENT
Deployed air bag module(s)
Control Module (RCM)
Side impact sensors
Deployed seat belt assemblies
Height adjuster
Occupant module if DTC B1231
can't be cleared
Seat back pad
Seat back trim cover

ROOF DEPLOYMENT
Deployed air bag module(s)
Control Module (RCM)

Side impact sensors
Occupant module if DTC B1231
can't be cleared
Headliner
Windshield pillar trim
Upper center pillar trim
Pillar trim
Rear pillar trim

INSPECTION COMPONENTS
Undeployed air bag module(s)
Steering wheel
Steering column
Instrument panel and mount points
Instrument panel knee bolsters and mounts
Impact sensor mount points
Seat belts and mounts points
Seats and mount points
Seat back frame
Wiring harness
Occupant sensor

57		Repl	LT Ft seat air bag w/Police Interceptor	BG1Z54611D11A	1	300.32	m	0.7
58		Repl	LT Ft seat air bag housing	BB5Z78610E38B	1	45.03		
59		Repl	Driver air bag	DB5Z78043B13AA	1	378.13	m	Incl.
60		Repl	LT Head air bag	DB5Z78042D95A	1	803.92	m	0.6
61		Repl	LT Seat belt assy	DB5Z78611B09AC	1	231.33		0.3
			Note: LABOR: Time is after upper and lower center pillar trim are removed.					
62		Repl	LT Height adjuster	BB5Z78602B82AA	1	58.20		
63		Repl	LT Tensioner	FB5Z78610E45A	1	133.22		
64		Repl	LT Buckle end	DB5Z7861203AC	1	113.33		0.2
65		Repl	Clockspring w/o heated steering wheel	GB5Z14A664C	1	275.10	m	1.2
66		Repl	Control module from 12/14/14	EB5Z14B321B	1	564.60	m	0.3
67		Repl	LT Ft impact sensor from 7/22/14	FR3Z14B004A	1	149.23	m	0.3
68		Repl	RT Ft impact sensor from 7/22/14	FR3Z14B004A	1	149.23	m	0.3
69		Repl	LT Side impact sens front	DG1Z14B345A	1	60.90	m	0.3
70		Repl	LT Position sensor	7T4Z14B416B	1	40.43	m	0.3
71	**SEATS & TRACKS**							
72		R&I	RT R&I front seat					0.5
73		Repl	LT Seat back cover charcoal	DG1Z5464417PA	1	446.67		1.2
74		Repl	LT Seat back pad	DB5Z7864811P	1	212.23		
75	**ROOF**							
76		R&I	R&I headliner					4.1
			Note: customer advised ok to resuse part					
77	#	R&I	Remove Security Cages /Partions for repairs-**cust 2 remove*					
78	**PILLARS, ROCKER & FLOOR**							
79		Repl	LT Wndshld plr trim charcoal	BB5Z7803599AA	1	94.62		0.3
80		Repl	LT Upr ctr plr trim charcoal	BB5Z7824347AA	1	72.37		0.2

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

81		Repl	LT Lwr ctr plr trim charcoal	DB5Z7824357AA	1	177.90		0.3	
82	**QUARTER PANEL**								
83		R&I	LT Qtr trim panel w/o inflatable 2nd row seat belts w/6 speaker sound system-stone					Incl.	
84		Repl	LT Rear pillar trim w/o 12 speaker sound system charcoal	EB5Z7831011AB	1	116.67		0.2	
85	#		MISCELLANEOUS OPERATIONS		1				
86	#	Repl	HAZARDOUS WASTE DISP		1	3.00	X		
87	#	Rpr	COLOR MATCH/TINT-sprayable Match					0.5	
88	#	Repl	FLEX ADDITIVE		1	8.00			
				SUBTOTALS		**8,754.06**		**22.4**	**9.4**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				8,451.06
Parts Discount	$ 8,353.21		-10.0 %	-835.32
Body Labor	22.4 hrs	@	$ 70.00 /hr	1,568.00
Paint Labor	9.4 hrs	@	$ 70.00 /hr	658.00
Paint Supplies	9.4 hrs	@	$ 35.00 /hr	329.00
Miscellaneous				303.00
Subtotal				10,473.74
Sales Tax	$ 7,944.74	@	7.2500 %	575.99
Grand Total				**11,049.73**

***** PARTS PRICES ARE SUBJECT TO INVOICE *****

The Estimate of Repair includes parts, labor, and diagnosis. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. I have received and authorize any and all necessary repairs to be performed to said vehicle. I further grant permission for digitial images of vehicle repairs to be utilized for advertising purposes.

ACKNOWLEDGEMENT OF NOTICE AND CONSENT

I acknowledge notice and oral approval of an increase in the original estimated price.

AUTHORIZED SIGNATURE:_____ DATE:_____

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

You have the right to choose any repair facility to have your vehicle repaired

THIS IS NOT AN AUTHORIZATION TO REPAIR ALTHOUGH IT IS AGREED BETWEEN THE REPAIR FACILITY AND ESURANCE THAT THE ABOVE VEHICLE CAN BE REPAIRED BY THE REPAIR FACILITY FOR THE AMOUNT STATED IN THE GROSS TOTAL SECTION. ONLY THE VEHICLE OWNER CAN AUTHORIZE THE REPAIR OF THE VEHICLE AND ALL COSTS OF REPAIR ARE THE SOLE RESPONSIBILITY OF THE VEHICLE OWNER.

THIS APPRAISAL WAS BASED ON VISIBLE OR CERTAIN DAMAGES AT THE TIME OF INSPECTION. TO REQUEST A SUPPLEMENT, PLEASE EMAIL THE SUPPLEMENT, PHOTOS AND ALL SUPPORTING DOCUMENTS WITH CLAIM NUMBER TO: SUPPLEMENTCENTER@ESURANCE.COM. FOR QUESTIONS PLEASE CALL (866) 514-4788. IF UNABLE TO EMAIL, PLEASE FAX TO (866) 454-0890. THE REPAIR FACILITY AND ESURANCE WILL REACH AN AGREED PRICE PRIOR TO BEGINNING ANY OF THE SUPPLEMENTAL REPAIRS. THE REPAIR FACILITY WILL THEN SEEK AUTHORIZATION FROM THE VEHICLE OWNER FOR THE ADDITIONAL REPAIRS. NO SUPPLEMENT WILL BE HONORED UNLESS APPROVED IN ADVANCE BY ESURANCE.

REPAIR FACILITY MUST BE PROVIDED A COPY OF THIS ESTIMATE PRIOR TO COMMENCEMENT OF REPAIR. FAILURE TO DO SO MAY SUBJECT THE VEHICLE OWNER TO ADDITIONAL EXPENSE.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:
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Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF11, CCC Data Date 10/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

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SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

RECALL INFO

2015 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI BLACK/WHITE- G1/YZ

VIN:	1FM5K8AR5FGC26879	Interior Color:	CHARCOAL-9W	Mileage In:	19,420	Vehicle Out:
License:	1473248	Exterior Color:	BLACK/WHITE- G1/YZ	Mileage Out:		
State:	CA	Production Date:	3/2015	Condition:		Job #:

PIONEER COLLISION CENTER, Inc.

"The Shop of Your Choice"
673 SAFFORD ST, OROVILLE, CA 95965
Phone: (530) 534-8701
FAX: (530) 534-0815

Workfile ID:	cc0f41ab
Federal ID:	47-1402777
Resale Number:	SR KHM 102611981
State EPA:	CAL000111498
BAR:	ARD00277584

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

Written By: Racquel Nolind

Insured:	CITY OF OROVILLE-PUBLIC WORKS	Policy #:	Claim #:	UNIT#203
Type of Loss:		Date of Loss:	Days to Repair:	3
Point of Impact:	03 Right T-Bone (Right Side)			

Owner:	Inspection Location:	Insurance Company:
CITY OF OROVILLE-PUBLIC WORKS	PIONEER COLLISION CENTER, Inc.	
1275 MITCHELL	673 SAFFORD ST	
OROVILLE, CA 95965	OROVILLE, CA 95965	
(530) 538-2491 Day	Repair Facility	
	(530) 534-8701 Business	

VEHICLE

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

VIN:	3FAHP0HA9CR194016	Interior Color:	CHARCOAL-DW	Mileage In:	69,103	Vehicle Out:
License:	1351066	Exterior Color:	BLACK-UA	Mileage Out:		
State:	CA	Production Date:	9/2011	Condition:		Job #:

TRANSMISSION	Air Conditioning	Stereo	Bucket Seats
Automatic Transmission	Intermittent Wipers	Search/Seek	Reclining/Lounge Seats
POWER	Tilt Wheel	CD Player	**WHEELS**
Power Steering	Cruise Control	Auxiliary Audio Connection	Aluminum/Alloy Wheels
Power Brakes	Rear Defogger	Satellite Radio	**PAINT**
Power Windows	Keyless Entry	**SAFETY**	Clear Coat Paint
Power Locks	Alarm	Drivers Side Air Bag	**OTHER**
Power Mirrors	Message Center	Passenger Air Bag	Fog Lamps
Power Driver Seat	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	Traction Control
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Stability Control
Dual Mirrors	Climate Control	Front Side Impact Air Bags	California Emissions
Tinted Glass	**RADIO**	Head/Curtain Air Bags	Power Trunk/Gate Release
Console/Storage	AM Radio	**SEATS**	
CONVENIENCE	FM Radio	Cloth Seats	

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**WINDSHIELD**							
2	*	Rpr	Windshield FORD -repair rt side				0.3	
3	**ROOF**							
4		Repl	RT Roof molding	6E5Z5451728AB	1	94.25	0.5	
			Note: PARTS: Part is not reusable, replace only.					
5	**PILLARS, ROCKER & FLOOR**							
6	*	Blnd	RT Uniside (HSS)-outer roof/ windshield pillar			s		0.5
7	**FRONT DOOR**							
8	*	Repl	USED RT door assy +25%	BE5Z5420124A	1	375.00	1.8	3.3
			Note: LKQ-PAUL # 2750418					
9			Add for Clear Coat					1.3
10		R&I	RT Door w'strip				0.5	
11		R&I	RT Lower w'strip				0.2	
12		R&I	RT Belt w'strip chrome				0.3	
13		Repl	RT Applique	6E5Z5420554AA	1	91.63	0.2	
14	*	Repl	USED RT Mirror assy w/o heat +25%	BE5Z17682AA	1	125.00	0.5	
			Note: LKQ-PAUL # 2750418					
15		R&I	RT Mirror cover primed				Incl.	
16	*	Repl	USED RT Mirror cover primed	6E5Z17D742BPTM	1	Incl.	Incl.	0.5
			Note: LKQ-PAUL # 2750418					
17			Overlap Minor Panel					-0.2
18			Add for Clear Coat					0.1
19		R&I	RT Mirror glass w/o heat				0.2	
20		R&I	RT Run channel				0.2	
21		R&I	RT Door glass FORD				0.6	
22		R&I	RT Handle, outside				0.4	
23		R&I	RT Door check from 1/31/11				0.2	
24	*	R&I	RT R&I trim panel				Incl.	
25	**REAR DOOR**							
26	*	R&I	RT Door w'strip-drop/ loosen top				0.3	
27	**QUARTER PANEL**							
28	*	Rpr	RT Quarter panel-dent				4.0	2.2
29			Overlap Major Non-Adj. Panel					-0.2
30			Add for Clear Coat					0.4
31	#	Refn	Base color ajdustment-full clear					-0.3
32		R&I	RT Wheelhouse liner				0.4	
33	**REAR BODY & FLOOR**							
34		R&I	RT Side trim panel w/o premium sound				0.3	
35	**REAR LAMPS**							
36		R&I	RT Tail lamp assy				Incl.	

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

37	**REAR BUMPER**							
38	*	R&I	R&I bumper cover-DROP/LOOSEN				0.6	
39	**MISCELLANEOUS OPERATIONS**							
40	*	Repl	Cover car/bag	1	5.00		0.2	
41	#	Repl	HAZARDOUS WASTE DISP	1	3.00	X		
42	#	Rpr	COLOR MATCH/TINT-sprayable Match				0.5	
43	#	Repl	CORROSION PROTECTION	1	15.00		0.2	
			SUBTOTALS		**708.88**		**12.4**	**7.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				705.88
Body Labor	12.4 hrs	@	$ 70.00 /hr	868.00
Paint Labor	7.6 hrs	@	$ 70.00 /hr	532.00
Paint Supplies	7.6 hrs	@	$ 35.00 /hr	266.00
Miscellaneous				3.00
Subtotal				2,374.88
Sales Tax	$ 971.88	@	7.2500 %	70.46
Grand Total				**2,445.34**

***** PARTS PRICES ARE SUBJECT TO INVOICE *****

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ACKNOWLEDGEMENT OF NOTICE AND CONSENT

I acknowledge notice and oral approval of an increase in the original estimated price.

AUTHORIZED SIGNATURE:_____ DATE:_____

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

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*** THIS ESTIMATE QUOTE IS VALID FOR 30 DAYS ***

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

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Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

RECALL INFO

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

VIN:	3FAHP0HA9CR194016	Interior Color:	CHARCOAL-DW	Mileage In:	69,103	Vehicle Out:
License:	1351066	Exterior Color:	BLACK-UA	Mileage Out:		
State:	CA	Production Date:	9/2011	Condition:		Job #:

The National Highway Transportation and Safety Administration (NHTSA) has issued 2 safety-related recall notice(s) that may apply to the selected vehicle.

NHTSA ID: 17V024000 **Issued: Jan 1, 17** **Number of Vehicles: 00654695**

AIR BAGS Ford Motor Company (Ford) is recalling certain 2012 Ford Fusion and Mustang and Lincoln Zephyr and MKZ vehicles originally sold, or ever registered, in Alabama, California, Florida, Georgia, Hawaii, Louisiana, Mississippi, South Carolina, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands, or "Zone A." Additionally, unless included in "Zone A" above, Ford is recalling certain 2009 Ford Ranger, Edge, Fusion and Mustang, Lincoln MKX, MKZ and Zephyr and Mercury Milan vehicles originally sold, or ever registered, in Arizona, Arkansas, Delaware, District of Columbia, Illinois, Indiana, Kansas, Kentucky, Maryland, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia and West Virginia, or "Zone B." Additionally, unless included in "Zone A" or "Zone B" above, Ford is recalling certain 2007-2008 Ford Ranger, Edge and Lincoln MKX, 2006-2008 Ford Fusion, Mercury Milan, L... An inflator rupture may result in metal fragments striking the vehicle occupants resulting in serious injury or death. Ford will notify owners, and dealers will replace the passenger frontal air bag inflator, free of charge. Interim letters informing owners of the recall and that parts are not yet available are expected to begin February 27, 2017. Owners will receive a second notice when remedy parts become available. Owners may contact Ford customer service at 1-866-436-7332. Ford"s number for this recall is 17S01.

NHTSA ID: 15V340000 **Issued: Jun 6, 15** **Number of Vehicles: 00393623**

STEERING Ford Moor Company (Ford) is recalling certain model year 2011-2012 Ford Fusion vehicles without a 3.5L engine and Lincoln MKZ hybrid electric vehicles, 2011 Mercury Milan vehicles, 2011-2012 Ford Taurus, Ford Flex, Lincoln MKS, and Lincoln MKT vehicles equipped with a 3.5L GTDI engine and 2013 Ford Taurus, Ford Flex, Lincoln MKS, and Lincoln MKT vehicles equipped with any available engine. The affected vehicles have electric power steering assist systems that may shut down as a result of a steering motor sensor fault. If the vehicle experiences a loss of power steering assist, extra steering effort will be required at lower speeds, increasing the risk of a vehicle crash. Ford will notify owners, and dealers will check the Power Steering Control Module (PSCM) for Diagnostic Trouble Codes (DTC). If dealers find any loss of steering assist DTCs, the steering gear will be replaced, free of charge. If, no codes are found during the PSCM inspection, the PSCM software will be updated, free of charge. Interim notices were mailed to owners on July 20, 2015. Owners will receive a second notice when the remedy becomes available. Owners may contact Ford customer service at 1-866-436-7332. Ford"s number for this recall is 15S18.

PIONEER COLLISION CENTER, Inc.

"The Shop of Your Choice"
673 SAFFORD ST, OROVILLE, CA 95965
Phone: (530) 534-8701
FAX: (530) 534-0815

Workfile ID:	f8e59af7
Federal ID:	47-1402777
Resale Number:	SR KHM 102611981
State EPA:	CAL000111498
BAR:	ARD00277584

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

Written By: Racquel Nolind

Insured:	CITY OF OROVILLE-PUBLIC WORKS	Policy #:		Claim #:	UNIT#203
Type of Loss:		Date of Loss:		Days to Repair:	4
Point of Impact:	11 Left Front				

Owner:	Inspection Location:	Insurance Company:
CITY OF OROVILLE-PUBLIC WORKS	PIONEER COLLISION CENTER, Inc.	
1275 MITCHELL	673 SAFFORD ST	
OROVILLE, CA 95965	OROVILLE, CA 95965	
(530) 538-2491 Day	Repair Facility	
	(530) 534-8701 Business	

VEHICLE

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

VIN:	3FAHP0HA9CR194016	Interior Color:	CHARCOAL-DW	Mileage In:	69,103	Vehicle Out:
License:	1351066	Exterior Color:	BLACK-UA	Mileage Out:		
State:	CA	Production Date:	9/2011	Condition:		Job #:

TRANSMISSION	Air Conditioning	Stereo	Bucket Seats
Automatic Transmission	Intermittent Wipers	Search/Seek	Reclining/Lounge Seats
POWER	Tilt Wheel	CD Player	**WHEELS**
Power Steering	Cruise Control	Auxiliary Audio Connection	Aluminum/Alloy Wheels
Power Brakes	Rear Defogger	Satellite Radio	**PAINT**
Power Windows	Keyless Entry	**SAFETY**	Clear Coat Paint
Power Locks	Alarm	Drivers Side Air Bag	**OTHER**
Power Mirrors	Message Center	Passenger Air Bag	Fog Lamps
Power Driver Seat	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	Traction Control
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Stability Control
Dual Mirrors	Climate Control	Front Side Impact Air Bags	California Emissions
Tinted Glass	**RADIO**	Head/Curtain Air Bags	Power Trunk/Gate Release
Console/Storage	AM Radio	**SEATS**	
CONVENIENCE	FM Radio	Cloth Seats	

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**							
2			O/H front bumper				2.7	
3		R&I	R&I bumper cover				Incl.	
4	*	Rpr	Bumper cover-LT SIDE				1.0	2.6
5			Add for Clear Coat					1.0
6	#	Refn	Base color ajdustment-full clear					-1.0
7		R&I	Bumper grille w/o sport model				Incl.	
8		R&I	Grille surround w/o sport model				Incl.	
9		R&I	License bracket				0.2	
10	*	Repl	License bracket rivet	W705297S300	2	11.80	Incl.	
11		R&I	RT Insert panel w/SE model				Incl.	
12		R&I	LT Insert panel w/SE model				Incl.	
13	**FRONT LAMPS**							
14		R&I	RT Fog lamp assy				Incl.	
15		R&I	LT Fog lamp assy				Incl.	
16		R&I	RT Side marker lamp				Incl.	
17		R&I	LT Side marker lamp				Incl.	
18		R&I	LT Headlamp assy				0.4	
			Note: LABOR: Time is after bumper cover is removed.					
19	**FENDER**							
20	*	Rpr	LT Fender				4.0	2.0
21			Add for Clear Coat					0.8
22	#	Refn	Base color ajdustment-full clear					-0.5
23		R&I	LT Fender liner				0.4	
24	**MISCELLANEOUS OPERATIONS**							
25	*	Repl	Cover car/bag		1	5.00	0.2	
26	#	Repl	HAZARDOUS WASTE DISP		1	3.00 X		
27	#	Rpr	COLOR MATCH/TINT-sprayable Match				0.5	
28	#	Repl	CORROSION PROTECTION		1	5.00	0.1	
29	#	Repl	FLEX ADDITIVE		1	8.00		
				SUBTOTALS		**32.80**	**9.5**	**4.9**

Preliminary Estimate

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				29.80
Body Labor	9.5 hrs	@	$ 70.00 /hr	665.00
Paint Labor	4.9 hrs	@	$ 70.00 /hr	343.00
Paint Supplies	4.9 hrs	@	$ 35.00 /hr	171.50
Miscellaneous				3.00
Subtotal				1,212.30
Sales Tax	$ 201.30	@	7.2500 %	14.59
Grand Total				**1,226.89**

***** PARTS PRICES ARE SUBJECT TO INVOICE *****

The Estimate of Repair includes parts, labor, and diagnosis. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. I have received and authorize any and all necessary repairs to be performed to said vehicle. I further grant permission for digitial images of vehicle repairs to be utilized for advertising purposes.

ACKNOWLEDGEMENT OF NOTICE AND CONSENT

I acknowledge notice and oral approval of an increase in the original estimated price.

AUTHORIZED SIGNATURE:_____ DATE:_____

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:
MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2JP10, CCC Data Date 10/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Customer: CITY OF OROVILLE-PUBLIC WORKS **Job Number:**

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

RECALL INFO

2012 FORD Fusion SE FWD 4D SED 4-2.5L Gasoline Electronic Fuel Injection BLACK-UA

VIN:	3FAHP0HA9CR194016	Interior Color:	CHARCOAL-DW	Mileage In:	69,103	Vehicle Out:
License:	1351066	Exterior Color:	BLACK-UA	Mileage Out:		
State:	CA	Production Date:	9/2011	Condition:		Job #:

The National Highway Transportation and Safety Administration (NHTSA) has issued 2 safety-related recall notice(s) that may apply to the selected vehicle.

NHTSA ID: 17V024000 **Issued: Jan 1, 17** **Number of Vehicles: 00654695**

AIR BAGS Ford Motor Company (Ford) is recalling certain 2012 Ford Fusion and Mustang and Lincoln Zephyr and MKZ vehicles originally sold, or ever registered, in Alabama, California, Florida, Georgia, Hawaii, Louisiana, Mississippi, South Carolina, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands, or "Zone A." Additionally, unless included in "Zone A" above, Ford is recalling certain 2009 Ford Ranger, Edge, Fusion and Mustang, Lincoln MKX, MKZ and Zephyr and Mercury Milan vehicles originally sold, or ever registered, in Arizona, Arkansas, Delaware, District of Columbia, Illinois, Indiana, Kansas, Kentucky, Maryland, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia and West Virginia, or "Zone B." Additionally, unless included in "Zone A" or "Zone B" above, Ford is recalling certain 2007-2008 Ford Ranger, Edge and Lincoln MKX, 2006-2008 Ford Fusion, Mercury Milan, L... An inflator rupture may result in metal fragments striking the vehicle occupants resulting in serious injury or death. Ford will notify owners, and dealers will replace the passenger frontal air bag inflator, free of charge. Interim letters informing owners of the recall and that parts are not yet available are expected to begin February 27, 2017. Owners will receive a second notice when remedy parts become available. Owners may contact Ford customer service at 1-866-436-7332. Ford"s number for this recall is 17S01.

NHTSA ID: 15V340000 **Issued: Jun 6, 15** **Number of Vehicles: 00393623**

STEERING Ford Moor Company (Ford) is recalling certain model year 2011-2012 Ford Fusion vehicles without a 3.5L engine and Lincoln MKZ hybrid electric vehicles, 2011 Mercury Milan vehicles, 2011-2012 Ford Taurus, Ford Flex, Lincoln MKS, and Lincoln MKT vehicles equipped with a 3.5L GTDI engine and 2013 Ford Taurus, Ford Flex, Lincoln MKS, and Lincoln MKT vehicles equipped with any available engine. The affected vehicles have electric power steering assist systems that may shut down as a result of a steering motor sensor fault. If the vehicle experiences a loss of power steering assist, extra steering effort will be required at lower speeds, increasing the risk of a vehicle crash. Ford will notify owners, and dealers will check the Power Steering Control Module (PSCM) for Diagnostic Trouble Codes (DTC). If dealers find any loss of steering assist DTCs, the steering gear will be replaced, free of charge. If, no codes are found during the PSCM inspection, the PSCM software will be updated, free of charge. Interim notices were mailed to owners on July 20, 2015. Owners will receive a second notice when the remedy becomes available. Owners may contact Ford customer service at 1-866-436-7332. Ford"s number for this recall is 15S18.

MEMO

OFFICE OF THE CITY ADMINISTRATOR

TO: City Council Members

From: Donald L. Rust, Acting City Administrator, Luis Topete, Associate Planner, and Dawn Nevers, Assistant Planner

Subject: American Planning Association California Conference: Capitalizing on Diversity (Sacramento, CA)

Date: September 27, 2017

From September 23rd – 26th, 2017, the Oroville Planning Department staff and Planning Commissioners attended the American Planning Association (APA) California Conference is Sacramento, CA. The focus of this year's conference was capitalizing on diversity in California. Key takeaways from the conference were:

- The evolution of planning over the last 100 years and the integration of what we've learned to meet current and future challenges.
- Implementing diversity through collaboration with other sectors/agencies.
- New practices, tools, technologies, and funding sources that planners are using or should be using to diversify their tool kits.
- Best practices planners are using to plan for and engage diverse communities – considering both human diversity (multi-generational, economic, social) and physical diversity (land use, geography, multimodal transportation). Moreover, how are rural areas and small towns approaching these questions?
- How resiliency, adaptation, and social and economic changes are reshaping planning and how we are embracing uncertainty and preparing for these hard-to-predict changes.

During the Legislative Updates session, an update of planning-related legislation, case law and regulations that APA California lobbied for in 2017, including detailed information on legislation signed into law, implementation recommendations, regulations adopted during the year, and budget changes that impact planners and planning was presented. One of the 15 bills signed by Governor Brown on Friday September 29th includes a new fee on real estate transactions and a $4-billion bond on the 2018 ballot that together could raise close to $1 billion a year in the near term to help subsidize new homes for low-income residents.

Unlocking the Full Potential of Downtowns focused on: preparing focused plans, streamlining development and the CEQA process, creating flexible regulations, and creating pedestrian friendly streetscapes, with speakers from the Cities of Santa Monica, Sacramento, and Oakland.

Retrofitting for Equity: Re-Envisioning and Re-Planning Our Communities (Part A & B), hosted speakers from *WalkSacramento* and *Design 4 Active Sacramento* and delivered the centralized message that the built environment plays an important role in the health outcomes of the community. *Part A* expanded on California's lack of tools to provide equal access of opportunity to economically disadvantaged, minority, and special needs populations. *Part B* was a group exercise in which each group was provided a map of a California community and the members analyzed the community and collaborated to develop balanced communities. Together the two-part workshop offered tools for "retrofitting" communities for equitable access to housing, jobs, schools, services, parks, and other amenities to create active, healthy, and resilient communities.

SB1000: Bringing Environmental Justice into the General Plan, explained the requirements for general plans in California to address flooding and fires within the safety element as well as environmental justice (EJ), either as a stand-alone element or integrated into other applicable elements. Components for compliance for disadvantaged communities include promoting community engagement, identifying health risks, and prioritizing improvements and programs that address the needs of the disadvantaged community. The bill would also require the environmental justice element, or related environmental justice goals, policies, and objectives integrated in other elements, to identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities, as specified, identify objectives and policies to promote civil engagement in the public decision-making process, and identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities. The bill would require the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, to be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. By adding to the duties of county and city officials, this bill would impose a state-mandated local program.

California Office of Planning and Research (CalOPR) – CEQA Guidelines Updates: OPR is statutorily required by Government Code Section 65040.2 to adopt and periodically revise the State General Plan Guidelines (GPG) for the preparation and content of general plans for all cities and counties in California. The GPG serves as the "how to" resource for drafting a general plan. The 2017 version includes legislative changes, new guidance, policy recommendations, external links to resource documents, and additional resources.

Major changes include:

- Reformatted sections on the mandatory elements, including a new section on environmental justice
- Statutory checklists for all mandatory elements
- Updated and expanded sections on visioning and community engagement

- New sections on healthy communities, equitable and resilient communities, economic development, and climate change
- Incorporation of existing legislative changes and guidance
- Links to additional online tools and resources
- Recommended policies in cut and paste format, with examples of adopted policy language
- Infill compendium
- Renewable energy compendium
- Model template for mitigation of agricultural land conversion
- General Plan Mapping Tool, enabling free, easy access to helpful data for cities and counties

Thank you,

Donald L. Rust
Community Development Director

Luis Topete
Associate Planner

Dawn Nevers
Assistant Planner

Public Health Administration

Cathy A. Raevsky, Director
Andy Miller, M.D., Health Officer

Butte County
PUBLIC HEALTH

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City of Oroville
Administration

Mayor Linda Dalhmeier
Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Dear Mayor Dahlmeier,

As the Health Officer for Butte County, I am writing to share important data about tobacco use in this county. Although smoking rates continue to decline, 16% of adults in Butte County continue to smoke, compared with 13% statewide. Among youth, almost 23% (compared with 14% statewide) currently use some form of tobacco product, whether it be cigarettes, flavored cigars, chew or electronic cigarettes. This is alarming because tobacco use underlies five of the top ten causes of death in Butte County: cancer, heart disease, respiratory disease, stroke and diabetes.

As you probably know, the great majority of people who use tobacco, started in their teens. In 2009, the U.S. Food and Drug Administration banned the sale of flavored cigarettes in the United States. This decision was based on evidence that flavored products make it easier to start smoking by masking the unpleasant flavor of tobacco, and flavors make cigarettes very appealing to young people. This law was a very important step in preventing and reducing smoking among young people, but it did not go far enough in banning flavors from *all* tobacco products.

Flavors in other similarly addictive and attractive tobacco products like cigars, smokeless tobacco, hookah tobacco, and electronic cigarettes (or e-cigarettes) are still allowed. These tobacco products all contain nicotine, which makes it very difficult to quit. Nicotine is especially harmful to the developing adolescent brain, making the fact that flavors attract youth to these products exceptionally concerning. Exposure to nicotine has a long-lasting impact, impairing the parts of the brain that are involved with impulse control and weighing the consequences of an action. Nicotine exposure during adolescence also may predispose one to addictions.

Studies show that most teens that use or try tobacco choose a flavored product, and young people are much more likely than adults to use a flavored tobacco product. Even though the overall rate of cigarette smoking in the U.S. has decreased in recent years, the use of menthol cigarettes, flavored e-cigarettes, and hookah among young people and new smokers has increased.

Policies that decrease the appeal of tobacco products to youth have the potential to decrease tobacco use, improve health, decrease health care costs, and save lives.